

भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

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नई दिल्ली, शनिवार, जून 21, 1969/च्यैष्ठ 31, 1891

No. 25]

NEW DELHI, SATURDAY, JUNE 21, 1969/JYAISTHA 31, 1891

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत का असाधारण राजपत्र 21 जून 1969 तक प्रकाशित किये गये ...

The undermentioned Gazettes of India Extraordinary were published up to the 1969 :—

Issue No.	No. and Date	Issued by	Subject
177-A	S.O. 1811-A, dated 12th May, 1969.	Ministry of Foreign Trade and Supply.	The Imports (Control) Fourth Amendment Order, 1969.
178	S.O. 1908, dated 16th May, 1969.	Ministry of Education and Youth Services.	The International Copy-right (Second Amendment) Order, 1969.
	एस० ओ० 1909, दिनांक 16 मई, 1969	शिक्षा तथा युवक सेवा मंत्रालय	अन्तर्राष्ट्रीय कापीराइट (द्वितीय संशोधन) आदेश, 1969
179	S.O. 1910, dated 16th May, 1969.	Election Commission of India.	Amendment in notification No 434/U.P./67, dated 11th January, 1967.
	एस० ओ० 1911, दिनांक 16 मई, 1969	भारत निर्वाचन आयोग	अधिसूचना सं० 434/30 ड० प्र० 167, तारीख 11 जनवरी, 1967 में संशोधन

Issue No.	No. and Date	Issued by	Subject
180	S.O. 1912, Dated 16th May, 1969.	Ministry of Information & Broadcasting.	Approval of the film as specified in the schedule therein.
एस० ओ० 1913, दिनांक 16 मई, 1969	सूचना तथा प्रसारण मंत्रालय	अनुसूची में दी गई फिल्मों को स्वीकृत करना	
181	S.O. 1914, dated 16th May, 1969.	Ministry of Finance	Appointment of valuers for valuing any property.
182	S.O. 1915, dated 17th May, 1969.	Ministry of Home Affairs.	Extending the tenure, up to 31st July, 1969, of the Commission of Inquiry.
183	S.O. 1916, dated 17th May, 1969.	Ministry of Foreign Trade and Supply.	Further amendment to the Exports (Control) Order, 1968.
184	S.O. 1917, dated 19th May, 1969.	Ministry of Labour, Employment and Rehabilitation.	Fixation of minimum rates of wages payable to the categories of employees employed in employments in (i) construction or maintenance of roads or in building operations ; (ii) stone breaking and stone crushing, (iii) maintenance of building and (iv) Construction and maintenance of runways, etc.
	S.O. 1918, dated 19th May, 1969.	Do.	Revision of the minimum rates of wages payable to the categories of employees employed in (i) Construction of or maintenance of roads or in building operations, and (ii) stone breaking and stone crushing, etc.
	S.O. 1919, dated 19th May, 1969.	Do.	Revision of minimum rates of wages payable to the categories of employees employed in employment in Agriculture, etc.
	S.O. 1920, dated 19th May, 1969.	Ministry of Labour, Employment and Rehabilitation.	Fixation of the minimum rates of wages payable to employees in employment in agriculture.
	S.O. 1921, dated 19th May, 1969.	Do.	Fixation of the minimum rates of wages payable to employees in the Manganese
	S.O. 1922, dated 19th May, 1969.	Do.	Fixation of the minimum rates of wages payable to employee. in Barytes, Bauxite and Gypsum mines.
	S.O. 1923, dated 19th May, 1969.	Do.	Fixation of the minimum rates of wages payable to employees in Barytes, Bauxite and Gypsum mines.

Issue No.	No. and Date	Issued by	Subject
185	S. O. 1995, dated 19th May, 1969.	Ministry of Law	Declaration containing the name of the candidate elected in the 13-Banas Kantha Parliamentary Constituency in the State of Gujarat.
	एस० ओ० 1996, दिनांक 19 मई, 1969	विधि मंत्रालय	गुजरात राज्य में 13, बनासकांठा संसदीय क्षेत्र से लोकसभा के उप-चुनाव के लिये निर्वाचित सदस्यों के नामों की घोषणा
186	S.O. 1997, dated 22nd May, 1969.	Ministry of Law,	Declaration containing the name of the Candidate elected in the 30-Midnapore Parliamentary constituency in West Bengal State.
	एस० ओ० 1998, दिनांक 22 मई, 1969	विधि मंत्रालय	पश्चिमी बंगाल में 30-मिदनापुर संसदीय निर्वाचन क्षेत्र से उप-चुनाव के लिये निर्वाचित सदस्य के नाम के लिये प्रकाशन सूचना
187	S.O. 1999, dated 23rd May, 1969.	Ministry of Home Affairs.	Amendment made in the notification No. S.O. 1154, dated the 19th March, 1969.
188	S.O. 2000, dated 23rd May, 1969.	Central Board of Direct Taxes.	The Income-tax (Third Amendment) Rules, 1969.
189	S.O. 2001, dated 24th May, 1969.	Ministry of Foreign Trade and Supply.	Proposals regarding the Export of New Jute Woolpack (Inspection) Rules, 1969.
	S.O. 2002, dated 24th May, 1969.	Do.	Objection or suggestions with respect to the proposals regarding the Export of New Jute Woolpack (Inspection) Rules, 1969 may be forwarded with in the specified time.
190	S.O. 2003, dated 24th May, 1969.	Ministry of Information and Broadcasting.	Approval of films specified therein.
	एस० ओ० 2004, दिनांक 20 मई, 1969	सूचना और प्रसारण मंत्रालय	कालन 6 में दी गई फिल्मों की स्वीकृति ।

Serial No.	No. and Date	Issued by	Subject
191	S.O. 2005, dated 24th May, 1969.	Central Board of Direct Taxes.	The Income-tax (Fourth Amendment) Rules, 1969.

ऊपर लिखे असाधारण राजपत्रों की प्रतियाँ प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुँच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन का छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएँ

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION OF INDIA

ORDER

New Delhi, the 16th May 1969

S.O. 2339.—Whereas the Election Commission is satisfied that Shri Mian Singh, S/o. Shri Shadi, Village & P.O. Taragarh, Tehsil Kaithal, District Karnal (Haryana), a contesting candidate for election to the Haryana Legislative Assembly from Sherhada constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notice, has not given any reason or explanation for the failure;

And whereas the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Mian Singh to be disqualified for being chosen as and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. HN/LA/23/68(31).]

By Order,

K. S. RAJAGOPALAN, Secy.

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 16 मई, 1969

एस० नो० 2340.—यतः, निर्वाचन आयोग का समाधान हो गया है कि हरयाणा विधान सभा के निर्वाचन के लिए शेर हाडा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री मियाँ सिंह, सुपुत्र

श्री शादी, आम व डाकघर तारागढ़, तहसील फैसल, जिला करनाल (हरयाणा) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं।

और, यतः, उक्त उम्मीदवार ने उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है;

और यतः निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है;

अतः, अब उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री.....को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए इस आवेदन की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं०हर०वि०सं०/23/68(31)/8.]

आदेश से,

के० एस० राजगोपालन, सचिव।

ORDERS

New Delhi, the 24th May 1969

S.O. 2341.—Whereas the Election Commission is satisfied that Shri Mool Chandra Singh Shastri, M.A.L.T., Sahitya Ratana, No. 84-C, Nandan Mahal Road, Lucknow a contesting candidate for election to the Uttar Pradesh, Legislative Assembly from 140 Rudauli Assembly constituency, has failed to lodge an account of his election expenses within time and in the manner required by the Representation of the People Act, 1951 and the Rules made thereunder;

And whereas, after considering the representation made by the said candidate, the Election Commission is further satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Moolchandra Singh Shastri to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this Order.

[No. UP-LA/140/67.]

आवृत्ति

नई दिल्ली 24 मई, 1969

एस०ओ० 2342. यतः, निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिये निर्वाचन के लिये 140-रुदौली निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री मूलचन्द्र सिंह शास्त्री एम० एस० एल० टी०, साहित्य रत्न, नं० 84 सी०, नंदन महल रोड, लखनऊ लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित समय के अन्दर तथा रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं;

और यतः उक्त उम्मीदवार द्वारा दिये गये अभ्यावेदन पर विचार करने के पश्चात्, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिये कोई पर्याप्त कारण या न्यायोचित नहीं है;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री मूलचन्द्र सिंह शास्त्री, को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिये, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिये निरहित घोषित करता है ॥

[सं० उ० प्र० वि० सं०/140/67]

New Delhi, the 2nd June 1969

S.O. 2343.—Whereas the Election Commission is satisfied that Shri Madhav Chavan resident of Nerurkar's House Khorli, Mhapusa, Goa, a contesting candidate for election to the Goa Legislative Assembly from 2-Mandrem Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure;

3. And whereas, the Election Commission is further satisfied that he has no good reason or justification for the failure;

4. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Madhav Chavan to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this Order.

[No. GOA/LA/2/67.]

By Order,
A. N. SEN, Secy.

दिल्ली, 2 जून, 1969

एस० ओ० 2344.—यतः निर्वाचन आयोग का समाधान हो गया है कि गोआ विधान सभा के लिये निर्वाचन के लिये मन्ड्रेम सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री माधव चवान, निवासी नेरुकर हाउस, खोरली, महापूसा, गोआ लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं;

2. और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिये कोई कारण अथवा स्पष्टीकरण नहीं दिया है;

3. और यतः निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिये कोई पर्याप्त कारण या न्यायोचित नहीं है;

4. अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री माधव चवान, को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिये इस आदेश की तारीख से तीन वर्ष की कालावधि के लिये निरहित घोषित करता है ।

[सं० गोआ-वि० सं०/2/67].

आदेश से,

ए० एन० सैन, सचिव ।

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 20th May 1969

S.O. 2345.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 read with rule 34 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further amendments in the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.R.O. 627 dated 28th February, 1957, namely:—

In the Schedule to the said notification,—

- (1) in Part II, General Central Services, Class III, in the entries under the heading "National Savings Organisation", in columns 2, 3 and 5 for the words "National Savings Commissioner," wherever they occur, the words "National Savings Commissioner and if there is no National Savings Commissioner, the Joint National Savings Commissioner" shall be substituted;
- (ii) in Part III General Central Services Class IV, in the entries under the heading "National Savings Organisation" in column 5, for the words "National Savings Commissioner," wherever they occur, the words "National Savings Commissioner and if there is no National Savings Commissioner, the Joint National Savings Commissioner" shall be substituted.

[No. F.16(3)-NS/69.]

V. S. RAJAGOPALAN, Under Secy.

वित्त मंत्रालय (अर्थ विभाग)

नई दिल्ली, 20 मई, 1969

का० आ० 2346:—राष्ट्रपति ने केन्द्रीय असेनिक सेवा (वर्गीकरण नियंत्रण और अपील) नियमावली, 1965 के नियम 34 के साथ पठित नियम 9 के उप-नियम (2), नियम 12 के उप-नियम (2) के खण्ड (ख) और नियम 24 के उप-नियम (1) द्वारा प्रदत्त अधिकारों का प्रयोग करके, भारत सरकार के वित्त मंत्रालय (अर्थ विभाग) की 28 फरवरी, 1957 की अधिसूचना संख्या एस० आर० नो० 627 में एतद् द्वारा निम्नलिखित और संशोधन किये हैं, अर्थात् :—

उपयुक्त अधिसूचना की अनुसूची में, —

- (i) भाग II, सामान्य केन्द्रीय सेवाएं, श्रेणी iii में, कालम 2, 3 और 5 में "राष्ट्रीय बचत संगठन" शीर्षक के अन्तर्गत जहां जहां "राष्ट्रीय बचत आयुक्त" शब्द आये हैं, वहां उनके स्थान पर "राष्ट्रीय बचत आयुक्त और यदि कोई राष्ट्रीय बचत आयुक्त न हो तो संयुक्त राष्ट्रीय बचत आयुक्त" शब्द रखे जायेंगे।
- (ii) भाग III, सामान्य केन्द्रीय सेवाएं, श्रेणी iv में, कालम 5 में "राष्ट्रीय बचत संगठन" शीर्षक के अन्तर्गत जहां जहां "राष्ट्रीय बचत आयुक्त" शब्द आये हैं, वहां उनके स्थान पर "राष्ट्रीय बचत आयुक्त और यदि कोई राष्ट्रीय बचत आयुक्त न हो तो संयुक्त राष्ट्रीय बचत आयुक्त" शब्द रखे जायेंगे।

[एफ० 16(3)-एन० एस०/69]

वी० एस० राजगोपालन, अनु-सचिव।

(Department of Economic Affairs)

New Delhi, the 6th June 1969

S.O. 2347.—In pursuance of clause (c) of sub-section (i) of Section 21 read with sub-section (1) of Section 21A of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby renominates Shri Daljit Singh, M/s Oriental Buildings and Furnishing Co. (Pvt) Ltd., New Delhi as a Member of the New Delhi Local Board of the State Bank of India with effect from the 4th May, 1969.

[No 8/63/69-SB.]

K. YESURATNAM, Under Secy

(अर्थ विभाग)

नई दिल्ली, 6 जून 1969

एस० ओ० 2348.—भारतीय राज्य बैंक अधिनियम 1955 (1955 के 23 वें अधिनियम) की धारा 21-क की उप-धारा (i) के साथ पठित धारा 21 की उप-धारा (1) के खण्ड (ग) के अनुसार केन्द्रीय सरकार ने भारतीय रिजर्व बैंक से परामर्श करके एतद्द्वारा मैसर्स ओरिएण्टल बिडिंग्स एण्ड फरनिशिंग कम्पनी (प्राइवेट) लिमिटेड नयी दिल्ली के श्री दलजीत सिंह को 4 मई, 1969 से पुनः भारतीय राज्य बैंक के नयी दिल्ली के स्थानीय बोर्ड का सदस्य नामजद किया है ।

[संख्या 8/63/69-एस० बी०]

के० येसुरत्नम, अनु-सचिव ।

(Department of Economic Affairs)

New Delhi, the 9th June 1969

S.O. 2349.—Statement of the Affairs of the Reserve Bank of India, as on the 30th May, 1969.

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	5,00,00,000	Notes	37,55,24,000
		Rupee Coin	10,14,000
Reserve Fund	150,00,00,000	Small Coin	8,84,000
		Bills Purchased and Discounted :—	
National Agricultural Credit (Long Term Operations) Fund .	143,00,00,000	(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills	171,56,03,000
National Agricultural Credit (Stabilisation) Fund	33,00,00,000	Balances Held Abroad*	156,36,25,000
		Investments**	126,07,55,000
National Industrial Credit (Long Term Operations) Fund . .	55,00,00,000	Loans and Advances to :—	
		(i) Central Government . . . . .	..
		(ii) State Governments@	115,64,63,000
Deposits :—		Loans and Advances to :—	
(a) Government—		(i) Scheduled Commercial Banks†	150,87,11,000
(i) Central Government	83,96,49,000	(ii) State Co-operative Banks††	200,47,49,000
		(iii) Others	1,75,08,000

LIABILITIES		ASSETS	
	Rs.		Rs.
(ii) State Governments	9,88,53,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund :—	
(b) Banks—		(a) Loans and Advances to —	
(i) Scheduled Commercial Banks	165,02,21,000	(i) State Governments	31,48,39,000
(ii) Scheduled State Co-operative Banks	11,10,80,000	(ii) State Co-operative Banks	13,33,31,000
(iii) Non-Scheduled State Co-operative Banks	58,99,000	(iii) Central Land Mortgage Banks . . . . .	..
(iv) Other Banks	25,10,000	(b) Investment in Central Land Mortgage Bank Debentures	8,66,95,000
(c) Others	242,77,84,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund :—	
Bills Payable	37,83,62,000	Loans and Advances to State Co-operative Banks	5,49,72,000
Other Liabilities	134,42,75,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund :—	
		(a) Loans and Advances to the Development Bank	5,26,71,000
		(b) Investment in bonds/debentures issued by the Development Bank . . . . .	..
		Other Assets	46,12,89,000
	Rupees 1071,86,33,000		Rupees 1071,86,33,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

●Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 99,31,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 4th day of June, 1969.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 30th day of May, 1969.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	37,55,24,000		Gold Coin and Bullion:—		
Notes in circulation	3603,75,56,000		(a) Held in India	182,53,11,000	
			(b) Held outside India . . . . .	..
TOTAL Notes issued		3641,30,80,000	Foreign Securities	216,42,00,000	
			TOTAL		398,95,11,000
			Rupee Coin		65,19,97,000
			Government of India Rupee Securities		3177,15,72,000
			Internal Bills of Exchange and other Commercial paper . . . . .		..
TOTAL LIABILITIES		3641,30,80,000	TOTAL ASSETS		3641,30,80,000

B. N. ADARKAR,
Dy. Governor.

Dated the 4th day of June, 1969.

[No. F. 3(3)-BC/69.]

New Delhi, the 12th June 1969

S.O. 2359.—Statement of the Affairs of the Reserve Bank of India, as on the 6th June 1969

BANKING DEPARTMENT

LIABILITIES		ASSETS	
	Rs.		Rs.
Capital paid-up	5,00,00,000	Notes	13,52,22,000
Reserve Fund	150,00,00,000	Rupee Coin	3,52,000
National Agricultural Credit (Long Term Operations) Fund	143,00,00,000	Small Coin	6,43,000
National Agricultural Credit (Stabilisation) Fund	33,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal . . . . .	..
		(b) External . . . . .	..
National Industrial Credit (Long-Term Operations) Fund	55,00,00,000	(c) Government Treasury Bills	177,96,83,000
		Balances held Abroad*	148,09,10,000
		Investments**	115,84,75,000
Deposits :—		Loans and advances to :—	
(a) Government		(i) Central Government . . . . .	..
(i) Central Government	52,61,49,000	(ii) State Governments (a)	98,09,40,000

State Governments	10,99,02,000	Loans and Advances to :-	
(b) Banks		(i) Scheduled Commercial Banks†	151,14,24,000*
(i) Scheduled Commercial Banks	151,16,12,000	(ii) State Co-operative Banks††	201,25,78,000
(ii) Scheduled State Co-operative Banks	10,09,02,000	(iii) Others	2,48,58,000
(iii) Non-Scheduled State Co-operative Banks	55,96,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
(iv) Other Banks	24,10,000	(a) Loans and Advances to :-	
(c) Others	240,16,35,000	(i) State Governments	31,48,40,000
Bills Payable	33,19,17,000	(ii) State Co-operative Banks	14,14,04,000
Other Liabilities	135,93,49,000	(iii) Central Land Mortgage Banks . . . . .	..
		(b) Investment in Central Land Mortgage Bank Debentures	8,66,95,000
		Loans & Advances from National Agricultural Credit (Stabilisation) Fund—	
		Loans and Advances to State Co-operative Banks	5,51,70,000
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
		(a) Loans and Advances to the Development Bank	6,26,71,000
		(b) Investment in bonds/Debentures issued by the Development Bank	
		Other Assets	46,36,07,000
Rupees	1020,94,72,000	Rupees	1020,94,72,000

*Includes Cash, Fixed Deposits and Short-term Securities.

** Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 101,56,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 11th day of June, 1969.

An Account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 6th day of June 1969
ISSUE DEPARTMENT

LIABILITIES		ASSETS	
	Rs.	Rs.	Rs.
Notes held in the Banking Department	13,52,22,000	Gold Coin and Bullion :— (a) Held in India (b) Held outside India Foreign Securities	182,53,11,000 .. 216,42,00,000
Notes in circulation	<u>3674,34,72,000</u>	TOTAL	398,95,11,000
Total Notes issued	3687,86,94,000	Rupee Coin	61,75,94,000
		Government of India Rupee Securities	3227,15,89,000
		Internal Bills of Exchange and other Commercial Paper . . . . .	..
Total Liabilities	3687,86,94,000	Total Assets	<u>3687,86,94,000</u>

Dated the 11th day of June 1969.

L. K. JHA,
Governor.

[No. F. 3(3)-BC/69]

New Delhi, the 16th June 1969

S.O. 2351.—In exercise of the powers conferred by sub-section (2) of Section 45 of the Banking Regulation Act, 1949 (10 of 1949), and in modification of this Department's Notification No. F. 17(3)-BC/69, dated the 21st March, 1969, the Central Government hereby directs that the orders of moratorium made by it in respect of the Chawla Bank Ltd., Dehra Dun, shall remain in force up to and including the 22nd June, 1969.

[No. F. 17(3)-BC/69(1).]

S.O. 2352.—In pursuance of sub-section (7) of Section 45 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government hereby specifies the 23rd June, 1969, as the prescribed date in relation to the scheme for the amalgamation of the Chawla Bank Ltd., Dehra Dun, with the New Bank of India Ltd., New Delhi, which has been sanctioned by the Central Government under the provisions of the said section.

[No. F. 17(3)-BC/69-(11).]

K. YESURATNAM, Under Secy.

(Department of Revenue and Insurance)

INCOME-TAX

New Delhi, the 7th June 1969

S.O. 2353.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) and in supersession of all the previous orders on the subject the Central Government hereby authorises:—

- (1) Shri R. K. Rajwansh;
- (2) Shri J. N. Sharma;
- (3) Shri B. S. Agarwal; and
- (4) Shri B. K. Ujwal.

who are Gazetted Officers of the Central Government to exercise the powers of Tax Recovery Officers under the said Act.

2. This Notification shall come into force with immediate effect.

[No. 64/F. No. 16/118/69-ITCC]

R. D. SAXENA, Dy. Secy.

(Department of Revenue and Insurance)

STAMPS

New Delhi, the 21st June 1969

S.O. 2354.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the *ad hoc* bonds to the face value of fifty lakhs of rupees to be issued by the Punjab State Financial Corporation are chargeable under the said Act.

[No. 4/69-Stamps/No. F. 1/10/69-Cus.VII.]

M. S. SUBRAMANYAM, Under Secy.

(राजस्व और बीमा विभाग)

स्टाम्प

नई दिल्ली, 21 जून 1969

का० प्रा० 2355.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क का परिहार करती है जिससे पंजाब स्टेट फाइनेन्शियल कारपोरेशन द्वारा पुरोधित किए जाने वाले पचास लाख रुपये के अंकित मूल्य के सदर्थ बन्ध-पत्र उक्त अधिनियम के अधीन प्रभाय हैं।

[सं० 4/69-स्टाम्प फा० सं० 1/10/69-सीशु०-7]

एम० एस० मुन्नमणियम, अवर सचिव।

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE

ADDENDUM

Bangalore, the 28th April 1969

S.O. 2356.—In exercise of the powers conferred by Section 8 of the Customs Act, 1962 I, M. C. Das, Collector of Customs, Mysore at Bangalore hereby approve Wharf No. 31 (Old 33) of Mangalore Port Trust at the port of Mangalore specified in the Table appended to the notification, dated 23rd September, 1968, issued by this Collectorate, for the unloading of free goods also. This approval is valid till 30th September, 1969.

[No. C. VIII/48/65/67-Cus.]

M. C. DAS, Collector.

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT
AND COOPERATION

(Department of Agriculture)

New Delhi, the 10th July 1968

S.O. 2357.—In exercise of the powers conferred by Section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules further to amend the Cotton Grading and Marking Rules, 1962, the same having been previously published as required by the said Section, namely:—

1. These rules may be called the Cotton Grading and Marking (Amendment) Rules, 1968.

2. In Schedule I to the Cotton Grading and Marking Rules, 1962, (a) in the entries against item I, "Maharashtra" under the heading "Varieties", after the existing entries, the following entries shall be inserted, namely:—

"13. Sanjay.

14. Laxmi."

(b) In the entries against item IV, "Gujarat", under the heading "Varieties", after the existing entries, the following entry shall be inserted; namely:—

"9.V.797".

[No. F. 13-7/68-LA.]

V. S. NIGAM, Under Secy.

(Department of Agriculture)

New Delhi the 9th June 1969

S.O. 2358.—In pursuance of sub-section (1) of section 15 of the Prevention of Cruelty to Animals Act, 1960 (59 of 1960), the Central Government, on the advice of the Animal Welfare Board, hereby appoints **Shri G. B. Pandey, Research Officer, Gujarat Ayurved University, Jamnagar**, as a member of the Committee for Controlling and Supervising Experiments on Animals in place of **Shri V. N. Dwivedi**, and makes the following amendment in the notification of the Government of India in the Ministry of Food, Agriculture, Community Development and Co-operation (Department of Agriculture) No. S.O. 1023, dated the 12th March, 1968, namely:—

In the said notification, for item 14, the following item shall be substituted, namely:—

“**Shri G. B. Pandey, Research Officer, Gujarat Ayurved University, Jamnagar.**”

[No. 19-2/67-LDIII.]

V. P. GULATI, Dy. Secy. (AH).

MINISTRY OF HEALTH, FAMILY PLANNING AND WORKS, HOUSING AND URBAN DEVELOPMENT

(Department of Health)

New Delhi, the 7th June 1969

S.O. 2359.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India hereby makes the following amendments in the First Schedule to the said Act, namely:—

In the said Schedule—

(i) in the entries relating to the University of Calcutta, after the entry “Diploma in Industrial Health D.I.H., Calcutta”, the following entries shall be inserted, namely:—

“Diploma in Dermatology	.. D.D. Cal.
Diploma in Anaesthesiology	.. D.A. Cal.”

(ii) in the entries relating to the University of Gujarat, after the entry “Master of Surgery (Orthopaedics) . . . M.S. (Orth.) Gujarat”, the following entries shall be inserted, namely:—

“Diploma in Medical Radiology and Electrology	.. D.M.R.E. Gujarat.
Diploma in Ophthalmology	.. D.V.D. Gujarat.
Diploma in Ophthalmology	.. D.O. Gujarat.
Doctor of Medicine (Tuberculosis)	.. M.D. (Tuberculosis), Gujarat”;

(iii) in the entries relating to the University of Osmania, after the entry “Doctor of Medicine (General Medicine).....M.D. (Genl. Med.), Osmania”, the following entries shall be inserted, namely:—

“Doctor of Medicine (Pathology)	.. M.D. (Path.) Osmania
Doctor of Medicine (Microbiology)	.. M.D. (Microbiology) Osmania.
Doctor of Medicine (Physiology)	.. M.D. (Physiology) Osmania
Doctor of Medicine (Biochemistry)	.. M.D. (Biochemistry) Osmania.
Doctor of Medicine (Pharmacology)	.. M.D. (Pharm.) Osmania.
Doctor of Medicine (Forensic Medicine)	.. M.D. (Forensic Medicine) Osmania.

Doctor of Medicine (Anaesthesiology)	.. M.D. (Anaes.) Osmania.
Diploma in Public Health	.. D.P.H. Osmania".

(iv) in the entries relating to the University of Rajasthan, after the entry "Doctor of Medicine (Social & Preventive Medicine) M.D. (Soc. & Prev. Med.) Rajasthan", the following entries shall be inserted, namely:—

"Diploma in Medical Radiology & Electrology	.. D.M.R.E. Rajasthan.
Diploma in Anaesthesiology	.. D.A. Rajasthan";

(v) in the entries relating to the M.S. University of Baroda, after the entry "Diploma in Clinical Pathology D.C.P. Baroda", the following entries shall be inserted, namely:—

"Doctor of Medicine (Social & Preventive Medicine)	.. M.D. (Social & Preventive Medicine), Baroda.
Diploma in Ophthalmology	.. D.O. Baroda";

(vi) in the entries relating to the University of Kerala, after the entry "Diploma in Child Health D.C.H. Kerala," the following entries shall be inserted, namely:—

"Doctor of Medicine (Anatomy)	.. M.D. (Ana.) Kerala.
Diploma in Public Health	.. D.P.H. Kerala;"

(vii) in the entries relating to the Marathwada University, after the entry "Doctor of Medicine (Obstetrics) M.D. (Obst.), Marathwada," the following entry shall be inserted, namely:—

"Master of Surgery (General Surgery)	.. M.S. (Genl. Surg.), Marathwada".
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[No. F. 18-28/69-MPT.]

S. P. JINDAL, Under Secy.

(Department of Health)

New Delhi, the 11th June 1969

S.O. 2360.—The following draft of certain rules further to amend the Drugs and Cosmetics Rules, 1945, which the Central Government proposes to make, after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 15th September, 1969.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government:—

Draft Rules

1. These rules may be called the Drugs and Cosmetics (Amendment) Rules, 1969.

2. In the Drugs and Cosmetics Rules, 1945, in Schedule M under the para "(2) Requirements of Plant and Equipment" the following amendment shall be made, namely:—

- The figures and words '300 square feet' appearing in sub-paras (A), (B), (C), (D), (F) and (J) shall be substituted by the figures and words "30 square meters".
- The figures and words '200 square feet' appearing in sub-paras (E), (H) and (I) shall be substituted by figures and words "20 square meters".
- The figures and words '250 square feet' appearing in sub-para (G) shall be substituted by the figures and words "25 square meters".
- The figures and words '600 square feet' appearing in sub-para (K) shall be substituted by the figures and words "60 square meters".

[No. F.1-2/68-D.]

L. K. MURTHY, Under Secy.

(Department of Works, Housing, & Urban Development)

(Directorate of Estates)

New Delhi, the 10th June, 1969

S.O. 2361.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officer mentioned in column (1) of the table below, being the officer equivalent to the rank of a gazetted officer of Government to be estate officer for the purposes of the said Act and the said officer shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said table.

TABLE

(1) Designation of the Officer	(2) Categories of public premises and local limits of jurisdiction
Administrative Officer, Trombay Unit, Bombay, Fertilizer Corporation of India Limited.	Public Premises belonging to the Fertilizer Corporation of India Limited within the Trombay Colony, Bombay.

[No. F. 21011/(4)/66-Pol.]

T. K. BALASUBRAMANIAM,

Deputy Director of Estates & *Ex-Officio* Under Secy

DEPARTMENT OF COMMUNICATIONS

(P. and T. Board)

New Delhi, the 6th June 1969

S.O. 2362.—In pursuance of para. (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627, dated 8th March, 1960, the Director-General, Posts and Telegraphs, hereby specifies the 1st August, 1969 as the date on which the Measured Rate System will be introduced in CAMBAY Telephone Exchange.

[No. 5-37/69-PHB(2).]

संचार विभाग

(शाक-तार बोर्ड)

नई दिल्ली, 6 जून 1969

एस० प्रो० 2363.—स्थायी आदेश क्रम संख्या 627, दिनांक 8 मार्च 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियमों 434 के खण्ड III के पैरा (क) के अनुसार शाक-तार महानिदेशक ने काम्बे टेलीफोन केन्द्र में 1-8-69 से प्रभाषित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-37/67-पी० एच० बी०]

S.O. 2364.—In pursuance of para. (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627, dated 8th March, 1960, the Director-General, Posts and Telegraphs, hereby specifies the 1st July, 1969, as the date on which the Measured Rate System will be introduced in DRUG AND BHILAI SUB EXCHANGE Telephone Exchange in M.P. Circle.

[No. 5-38/69-PHB(2).]

एस० ओ० 2365.—स्थायी आदेश क्रमसंख्या 627, दिनांक 8 मार्च 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने द्रुग और भिलाय (उपकेन्द्र) टेलीफोन केन्द्र में 1-7-69 से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-38/69-पी० एच० बी०]

New Delhi, the 7th June 1969

S.O. 2366.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director-General, Posts and Telegraphs, hereby specifies the 1st July, 1969 as the date on which the Measured Rate System will be introduced in MEHSANA Telephone Exchange, Gujarat Circle

[No. 5-39/69-PHB(2).]

नई दिल्ली, 7 जून 1969

एस० ओ० 2367.—स्थायी आदेश क्रमसंख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने महसाना टेलीफोन केन्द्र में 1-7-69 से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-39/69-पी० एच० बी०]

New Delhi, the 10th June, 1969

S.O. 2368.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director-General, Posts and Telegraphs, hereby specifies the 1-7-1969 as the date on which the Measured Rate System will be introduced in GANDHIDHAM Telephone Exchange of Gujarat Circle.

[No. 5-40/69-PHB(2).]

D. R. BAHL,

Assistant Director General (PHB).

नई दिल्ली, 10 जून 1969

एस० ओ० 2369.—स्थायी आदेश क्रम संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने गांधी धाम टेलीफोन केन्द्र में 1-7-69 से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-40/69-पी० एच० बी० (2).]

डी० आर० बहल,

सहायक महानिदेशक (पी० एच० बी०)।

MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS

(Department of Petroleum)

New Delhi the 5th June 1969

S.O. 2370.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 983 dated 1st March, 1969 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, whereas in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

SCHEDULE

Laying Pipeline (feeder line) from G.G.S. VII to Well No. (1)

State :— Gujarat

Dist.— Gandhinagar

Taluka :—Gandhinagar

Village	S. No.	Hectare	Acre.	P. Acre.
Uvarsal	1102/1	0	3	14
	1108	0	10	81
	1109/1	0	17	60
	1109/2	0	11	50
	1114	0	7	78
	1117	0	17	60
	1116/1& 2	0	23	77
	1065	0	18	51
	1064/4 & 5	0	24	59
	1063	0	1	85
	425/2	0	5	0
Sertha	425/1	0	10	22
	419	0	10	0
	420	0	10	32
	421/1 }	0	16	29
	418/1 }			
	404	0	1	95
	403	0	7	18
	402	0	6	77
	401	0	5	76
	400	0	7	80
	399	0	7	80
	398/1	0	11	93
	397	0	13	55
	395	0	7	38
	396	0	7	88

Village	S. No.	Hectare	Acre	P. Acre
Sertha— <i>contd.</i>	Sertha V. P. Cart Track	0	0	90
	361	0	5	16
	360	0	7	68
	359/2	0	8	09
	363	0	1	50
	358	0	6	57
	357	0	6	07
	356	0	6	80
	355	0	15	88
	V. P. Cart Track	0	0	45
	347	0	16	20
	V. P. Land between S. No. 347 & 729	0	17	cc

[No. 20/3/67-10C/Lab.]

New Delhi, the 6th June 1969

S.O. 2371.—Whereas by a notification of the Government of India in the Ministry of Petroleum & Chemicals S.O. No. 3198 dated 26th August, 1968 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) and errata to the notification under section 3 published under S.O. No. 1095 dated 20th November, 1968 in the Govt. Gazette dated 22nd March, 1969, the Central Govt. declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government, has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying pipelines and in exercise of the power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Oil & Natural Gas Commission free from all encumbrances.

The acquisition of the remaining area out of the area mentioned against Survey No. 258/3, 258/1 of village Oghanaj in the Schedule to the notification under Section 3(i) stated above for the aforesaid purpose to hereby abandoned and the Government of India declares that the said area shall be cancelled in respect of the said remaining land.

Kalo' Kovali via, Navagam Crud: Pipeline

SCHEDULE

State—Arat	Dist.—Ahmedabad	Taluka—Dasoroi		
Village	Survey No.	Hectare	Acre	P. Acre.
1	2	3	4	5
GOTA	339	0	12	28
	340	0	14	71
	341	0	15	33
	342	0	17	78
	344	0	6	68

1	2	3	4	5
GOTA—contd.	343	0	3	81
	379	0	0	16
	378/4	0	11	64
	378/3	0	21	26
	378/1	0	10	64
	383/1	0	6	73
	384	0	22	68
	420	0	0	41
	388	0	7	35
	395	0	22	07
	393	0	4	60
	392	0	7	95
	391	0	7	04
	V.P. Road	0	0	97
	412	0	0	66
	415	0	13	69
	414	0	7	35
	423	0	11	64
	422/1	0	0	60
	424	0	14	71
	425	0	10	43
	407	0	6	73
	482	0	35	86
	483	0	13	48
	484	0	12	26
	485	0	0	18
	474	0	0	30
	473	0	42	91
	470	0	19	00
	17	0	6	13
	468	0	26	97
	466	0	0	76
	467	0	20	83
	57	0	24	52
	65	0	23	91
	70	0	12	26
	69	0	20	83
	75	0	11	95
	74/7	0	0	73
	74/5	0	19	92
	74/3	0	15	94
	74/1	0	0	76
	73	0	7	93
OGHANAJ	605/1	0	13	79
	605/2	0	11	03
	604/2	0	4	90
	604/1	0	4	83
	604/3	0	1	01
	602/3	0	9	81
	602/2	0	0	33
	603	0	5	21
	601	0	14	71
	599	0	9	81
	V.P. Road	0	1	01
	600	0	0	60
	503	0	19	62
	507	0	8	58
	508	0	0	41
	510/2	0	3	98

I	2	3	4	5
OGHANAJ— <i>contd.</i>	500	0	7	95
	510/3	0	15	94
	510/1	0	0	80
	517	0	14	63
	516	0	6	68
	518/2	0	8	58
	518/1	0	14	09
	522/2	0	9	02
	523	0	2	02
	524	0	12	26
	529	0	18	39
	V.P. Road	0	2	75
	370/1	0	7	95
	370/2	0	3	68
	372	0	16	55
	371	0	1	83
	384	0	4	60
	373, I	0	18	69
	374	0	17	16
	375	0	10	43
	376	0	11	34
	377, I	0	0	76
	378	0	0	91
	361	0	13	48
	360	0	0	69
	V.P. Road	0	2	75
	258/4	0	3	68
	258/3	0	10	09
	258/1	0	19	48
	258/2	0	0	22
	259	0	0	76
	211	0	26	36
	210	0	19	02
	209	0	17	16
	202	0	8	91
	203	0	11	34
	197	0	25	35
	194	0	3	60
	179	0	5	58
	180	0	12	87
	181	0	8	06
	177	0	33	72
	175	0	0	76
	176	0	6	98
	V.P. Road	0	0	97
	119	0	24	52
	120	0	31	87
	V.P. Road	0	0	91
	154/P	0	33	10
	136/2	0	7	95
	135	0	11	03
LILAPURA	47	0	39	86
	36	0	38	82
	37	0	23	30
	29/P	0	10	43
	29/P	0	19	62
	V.P. Road	0	1	22
	218/1	0	10	43
	218/2	0	7	35
	218/5	0	0	34
	218/6	0	14	34
	219/2	0	27	59
	213	0	32	49
	214	0	18	30

S.O. 2372.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 410 dated 21st January, 1969 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended of the said Act, submitted report to the Government;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, whereas, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances

SCHEDULE

(Laying Pipeline from Well No. KAO (32) To Well No. KIC (113))

State—Gujarat		Dist.—Mehsana		Taluka—Kadi.	
Village.	S. No.	Hectare	Acre.	P. Acre.	
Ambavpura	78/9	0	4	75	
"	83	0	4	75	
"	78/9	0	17	29	

[No. 20/3/67-10C/Tab.]

S.O. 2373.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S. O. No. 4321 dated 25th November 1968 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government.

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, whereas, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

Laying Pipeline from well No. 42 (KCQ) to G.G.S. VII

State—Gujarat

Dist.—Gandhinagar

Taluka—Gandhinagar.

Village	Survey No.	Hectare	Acre.	P. Acre.
Uvarsad	1011/3	0	7	38
	1011/2/2	0	2	42
	1011/1	0	15	66
	1017/1 A	0	11	83
	1017/1 B	0	16	59
	1039	0	18	71
	1040	0	7	68
	1036/2	0	8	29
	1036/1	0	9	51
	1073	0	19	73
	1111	0	9	81

Laying Pipeline from G.G.S. VII to Well No. 88

1107	0	11	13
1108	0	3	04
1104	0	3	04
1102/1	0	4	65
1150/5	0	21	35
1150/2 & 3	0	9	81
1177	0	27	92
1178	0	29	74
1222/1	0	5	46
1221	0	39	63
1215/6	0	8	29
1215/3	0	17	07
1215/4	0	1	00
1215/1/2	0	1	00

Laying Pipeline from G.G.S. VII to Gas Flare point as well the line for well No. 89 & 107

Uvarsad	1107	0	6	27
	1104	0	10	72
	1105	0	2	12

Laying Pipeline from Well No. 15 to G.G.S. VII.

Uvarsad	1104	0	3	14
	1108	0	3	14
	1107	0	11	43

[No. 20/3/67-10C/Lab.]

S.O. 2374.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals, S.O. No 4323, dated 26th November, 1968, under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, whereas, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

(Laying Pipeline from well No. 72 to G.G.S. III)

State : Gujarat

Dist. Mehsana

Taluka : Kalol

Village	S. No.	Hectare	Ac.	P. Ac.
AMBAVPURA	189	0	4	05
	156	0	4	30
	188/1	0	1	01
	156	0	4	55
	V. P. Ambavpura	0	2	70
	145/1	0	8	18
	144	0	5	36
	145/2	0	2	98
	145/3	0	2	70
	143	0	14	20
	131	0	4	73
	133/1	0	1	01
	133/2			
	134	0	11	33
	135	0	4	55
(Laying Pipeline from well No. 73 to G.G.S. III)				
PANSAR	1608/2	0	4	73
	1608/2	0	7	08
	1626/1A	0	7	08
	1608/1	0	11	00
	1626/2	0	92	27
	1625	0	2	02
	1627	0	8	61
	1624	0	3	55
	1627	0	2	33
	1622	0	13	09
AMBAVPURA	99/1	0	1	88
	100	0	2	02

[No. 28/2/68-10C/LAB.]

New Delhi, the 7th June, 1969

S.O. 2375.—Whereas by a notification of the Government of India in the Ministry of Petroleum & Chemicals S.O. No. 3197 dated 26th August, 1968 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) and errata to the notification under section 3 published under S.O. No. 1094 dated 20th November, 1968 in the Govt. Gazette dated 22nd March, 1969, the Central Govt. declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines:

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government, has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest in the date of the publication of this declaration in Oil & Natural Gas Commission free from all encumbrances.

The acquisition of the remaining area out of the area mentioned against survey Nos. 588, 592, 417 and 418 of village Jaspur in the Schedule to the notification under Section 3(i) stated above for the aforesaid purpose is hereby abandoned and the Govt. of India declares that the said area shall be cancelled in respect of the said remaining land

Kalol Koyali *via* Navagam Crude Pipeline

SCHEDULE

State : Gujarat

Dist. : Mehasana

Taluka : Kalol

Village	Survey No.	Hectare	Acre	P. Acre.
JASPUR	673	0	9	81
	672	0	6	13
	V.P. Road	0	1	22
	584	0	11	64
	585	0	12	87
	586/1	0	6	18
	587	0	7	95
	588	0	10	12
	592	0	11	64
	590	0	0	76
	612	0	33	10
	618	0	26	38
	623	0	7	08
	619	0	15	91
	620	0	13	55
	V. P. Road	0	1	83
	550/2	0	11	34
	550/3	0	21	12
	545	0	2	23
	541/1	0	9	21
	541/2	0	7	34
	543	0	7	66
	542	0	13	48
	438/2	0	1	56
	538/1	0	1	22
	537	0	13	60
	511	0	5	67
	493	0	12	26
	510	0	0	55
	494	0	16	86
	500	0	0	65
	595	0	1	26
	502	0	2	71
	501	0	4	60
	V.P. Road	0	1	71
	414	0	19	62

1	2	3	4	5
JASPUR- <i>contd.</i>	417	0	16	85
	418	0	3	37
	419	0	13	70
	V.P. Road	0	0	40
	420	0	3	31
	422	0	4	83
	423	0	15	33
	V.P. Road	0	0	91
	294	0	12	26
	310	0	25	44
	317	0	17	78
	318	0	15	53
	326	0	14	02
	V.P. Road	0	1	83
	328	0	2	44
	335	0	28	82
	332	0	3	07
	338	0	1	66
	339	0	11	03
	342	0	12	57
	347	0	4	90
	345	0	0	36
	346	0	15	01
	348	0	15	33
	V.P. Road	0	0	60
	353	0	27	59
	356	0	12	26
	365	0	18	07
	354	0	0	12
DHANOJ	337/P	0	3	98
	337/P	0	3	07
	337/P	0	5	21
	337/P	0	14	71
	337/P	0	16	55
	337/P	0	2	39
	V.P. Road	0	2	44
	338	0	0	16
	339	0	18	39
	344/P	0	15	94
	344/P	0	15	33
	348/1	0	12	87
	342/2	0	4	90
	350/1	0	19	92
	350/2	0	21	14
	359	0	19	41
	368	0	11	95
	358	0	31	87
	370/2	0	2	04
	V.P. Road	0	3	37
	370/1	0	7	95
	371	0	6	72
	427	0	10	12
	424	0	0	91
	426	0	12	54
	425	0	12	54
	424/P	0	6	13
	424/P	0	3	40
	415/P	0	12	88
	415/P	0	20	23
	V.P. Road	0	0	60
	410	0	5	59

1	2	3	4	5
DHANOJ— <i>contd.</i>	V.P. Road	0	2	60
	413	0	6	07
	412	0	20	83
	500	0	17	16
	499	0	7	35
	505	0	11	03
	506	0	29	43
	V.P. Road	0	0	91
	518/1	0	7	95
	518/2/P	0	5	51
	518/2/P	0	4	90
	518 2/P	0	2	28
	517	0	0	53
	533	0	16	55
	534/P	0	12	26
	537/P	0	8	58
	537	0	19	62
	538	0	14	71
	541	0	0	91
	542	0	7	95
	V.P. Road	0	0	60
SAIJ	1028/4	0	9	20
	1028/3	0	2	55
	1028/2	0	0	12
	1029/2	0	8	09
	1039/1	0	14	31
	1058/2	0	7	42
	1058/1	0	7	86
	1057	0	7	95
	1054/4	0	1	46
	1065/1	0	2	59
	1054/2	0	0	10
	1052	0	18	51
	1056	0	8	32
	1070/1	0	9	81
	1070/2	0	7	95
	1073	0	11	34
	1071/1	0	2	67
	1072/1	0	1	94
	1074/4	0	7	34
	1079/1	0	19	00
	1082	0	7	95
	1081/2	0	4	90
	1081/1	0	2	75
	V.P. Road	0	0	91

[No. 20/3/67-10C/LAB(b).]

S.O. 2376.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from the drill sites well No. K-62 to well No. K-49 in the (Kalol) Oil Field, Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the Schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (i) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the

Competent Authority, at Western Region, Shed No. 27, Makarpura Road, Near Central Workshop, Baroda-4, in the Office of the C & M Division (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

For laying Pipeline from K. 62 to K. 49 (Main Collector line)

State —	Gujarat	Dist.—	Mehsana	Taluka —	Kadi
Village	S. No.	Hectare	Arc.	P. Arc.	
Ambaopura	100	0	12	64	

[No. 29/5/68-10C/LAB(I).]

S.O. 2377.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Junction Point to C.T.F. in the (Kalol) Oil Field, in Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the Schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-section (1) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, Near Central Workshop, Baroda-4, in the office of the C & M Division (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

For laying Pipeline from Junction point to C.T.F.

State —	Gujarat	Dist.—	Mehsana	Taluka —	Kalol
Village	S. No.	Hectare	Arc.	P. Arc.	
Saij	462	0	9	00	
	475	0	4	75	
	476/1	0	12	10	
	484	0	3	64	
	485	0	0	50	
	483/1	0	16	28	
	482/2	0	1	78	
	482/1	0	11	36	
	483/2 B	0	0	50	
	482/4	0	0	30	
	488/1/5	0	2	26	
	488/1/6	0	4	76	
	488/1/4	0	0	25	
	489/1/A	0	6	94	
	490/1	0	6	00	
	490/2	0	2	80	
	491	0	5	61	
	493/2	0	1	87	

Village	S. No.	Hectare	Acre.	P. Arc.
Saj-- <i>onil</i> .	553/1	0	9	10
	553/2	0	26	14
	553/3	0	7	56
	554	0	11	60
	548/2	0	5	16
	548/3	0	15	70
	549	0	9	00
	547/2	0	4	00
	547/4	0	3	60
	547/3	0	7	70
	542	0	15	60
	547/5	0	3	92
	541/2	0	0	40
	539/2		10	00
	V.P. Cart track	0	2	16
	662/4	0	0	40
	662/3	0	6	00
	662/2	0	5	70
	661/2	0	3	50
	661/1	0	10	31
	660/1	0	17	90
	658	0	18	26
	653	0	1	00
	654/1 C	0	2	96
	V.P. Cart track	0	1	00
	681/2	0	4	00
	681/1	0	4	00
	681/3	0	3	50
	681/4	0	2	50
	682	0	3	60
	686/4	0	4	25
	686/1	0	1	50
	686/2	0	4	50
	688/3	0	2	20
	688/2	0	3	25
	688/1	0	3	50
	690/3	0	1	00
	690/2	0	1	20
	712/2	0	19	78
	V.P. Cart track	0	1	53
	700/1	0	5	70
	696/2	0	1	00
	696/1	0	23	50
	697/A}	0	13	40
	699	0	15	58
	1212	0	6	00
	1213/1	0	8	70
	1213/2	0	5	50
	1216/P	0	11	20
	1210/1	0	3	50
	1210/2	0	1	50
	1216/P	0	35	70

[No. 28/5/68-10C/LAB(2).]

S.O. 2378.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from the drill sites well No. K-62 to GGS V in the (Kalol) Oil Field, in Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the Schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-section (1) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, Near Central Workshop, Baroda-4, in the Office of the C & M Division (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

For Laying Pipeline from (K) 62 to G.G.S.V.

State —	Gujarat	Dist.—	Mehsana	Taluka:—	Kalol
Village	S. No.	Hectare	Acre.	P. Ar	
Chartral	356	0	11	36	
"	355	0	5	40	
"	354	0	18	72	
"	353	0	22	96	
"	V.P. Cart track	0	1	36	
"	322	0	37	80	
"	323	0	2	60	
"	324	0	0	70	
"	325	0	1	00	
"	314	0	14	60	
"	313	0	26	60	
"	312	0	6	92	
"	310	0	7	99	
"	309	0	3	00	
"	308	0	3	48	
Isand	674/2	0	0	75	
"	682	0	1	20	
"	683	0	1	00	
Vadavswami	146	0	24	00	
"	147	0	15	70	
"	151	0	16	00	
"	150	0	12	20	
"	V.P. Cart track	0	1	50	
"	158	0	20	50	
"	159/2	0	9	80	
"	214	0	23	40	
"	213	0	6	94	
"	222	0	6	14	
"	210	0	4	85	
"	223	0	4	85	
"	221	0	21	10	
"	V.P. Cart track	0	0	68	
"	225	0	24	84	
"	Cart track of				
"	S. N. 327 P.K.	0	0	60	
"	327	0	12	60	
"	288	0	0	20	
"	269	0	5	98	
"	290	0	0	60	
"	298	0	13	60	

[No. 29/5/68-10C/LAB.]

M.V.S. PRASADA RAU, Under Secy.

(Department of Mines and Metals)

New Delhi, the 10th June 1969

S.O. 2379.—In exercise of the powers conferred by sub-section (2) of section 4 of the Coal Mines (Conservation and Safety) Act, 1952 (12 of 1952), the Central Government hereby appoints the Director (Technical), National Coal Development Corporation Ltd., as a member of the Coal Board with immediate effect and directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Steel, Mines and Metals (Department of Mines and Metals) No. S.O. 3435 dated the 21st September, 1967, as amended from time to time, namely:—

In the said notification, for item 6 and the entries relating thereto, the following shall be substituted, namely:—

"6. The Director (Technical), National Coal Development Corporation Ltd.,.....Member".

[No. C5-4(1)/69.]

V. K. HARURAY, Under Secy.

(Department of Mines and Metals)

CORRIGENDUM

New Delhi, the 11th June 1969

S.O. 2380.—In the notification of the Government of India in the Ministry of Petroleum & Chemicals and Mines & Metals (Department of Mines and Metals), S.O. 1473 dated the 15th April, 1969, published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 19th April, 1969, at page 1382—

(i) in line 27, for "Pathakhera", read "Pathakheda";

(ii) in line 52, for "Pathakhera", read "Pathakheda".

[No. C2-22(1)/67.]

K. SUBRAHMANYAN, Under Secy.

श्रम, रोजगार और पुनर्वास मंत्रालय

(श्रम और रोजगार विभाग)

नई दिल्ली, 6 जून, 1969

का० आ० 2381 कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 5 ब की उपधारा (2) प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, नियोजन और पुनर्वास मंत्रालय श्रम और नियोजन विभाग की अधिसूचना सं० का० आ० 3461, तारीख 20 सितम्बर, 1967 को प्रतिष्ठित करते हुए, केन्द्रीय सरकार श्री बी० जी० जोशी के स्थान पर श्री जे० एम० पाण्डेय को केन्द्रीय भविष्य निधि आयुक्त को उसके कर्तव्यों का निर्वहन करने में सहायता देने के लिए, समस्त मध्य प्रदेश राज्य के लिये एतद् द्वारा प्रादेशिक भविष्य निधि आयुक्त नियुक्त करती है।

[सं० 17(2)/67-पी० एफ०/भाग 2-1]

का० आ० 2382 कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 13 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, नियोजन और पुनर्वास मंत्रालय (श्रम और नियोजन विभाग) की अधिसूचना सं० का० आ० 3462, तारीख 20 सितम्बर, 1967 को प्रतिष्ठित करते हुए, केन्द्रीय सरकार उक्त अधिनियम और तदधीन विरचित

किसी स्कीम के प्रयोजनों के लिए, केन्द्रीय सरकार के या उसके नियंत्रण अधीन के किसी स्थापन के संबंध में, या किसी रेल कम्पनी, महा-पत्तन, खान या तेल-क्षेत्र या नियंत्रित उद्योग से संबंध किसी स्थापन के संबंध में श्री जे० एम० पाण्डेय को समस्त मध्य प्रदेश राज्य के लिए एतद्वारा निरीक्षक नियुक्त करती है।

[सं० 17(2)/67-वी० एक०-1 भाग-2-2]

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 7th June 1969

S.O. 2383.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Devidayal Metal Industries Private Limited, Gupta Mills Estate, Reay Road, Bombay-10, Maharashtra have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of July, 1968.

[No. 8/34/69-PF.II(1).]

नई दिल्ली, 7 जून, 1969

का० आ० 2384 यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स देवीदयाल मेटल इण्डस्ट्रीज प्राइवेट लिमिटेड, गुप्ता मिल्स एस्टेट, रे रोड, बम्बई-10, महाराष्ट्र नामक स्थापन से संबंधित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए :

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

इह अधिवृत्ता 1968 के जुलाई के पहले दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8/34/69-अ० नि०-2(I)]

दलजीत सिंह, अवर सचिव।

New Delhi, the 12th June 1969

S.O. 2385.—Whereas the Central Government was satisfied that

- (1) Andhra Valley Power Supply Co.,
- (2) Bangat Oil Mills and Manufacturing Factory, and
- (3) Manwath Oil Mills,

were situated in Bhiwari and Manwath areas which were sparse areas (that is, areas whose insurable population was less than 500) in the districts of Kolaba and Parbhani in the State of Maharashtra;

And, whereas by virtue of their location in sparse areas, the aforesaid factories were granted exemption from the payment of the employers' special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in those

areas by the Central Government in the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 2665, dated the 2nd November, 1961;

And, whereas the Central Government is satisfied that the insurable population of the Bhivpuri and Manwath areas in the districts of Kolaba and Parbhani in the State of Maharashtra has now exceeded 500, and these are no longer sparse areas;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the said notification namely:—

In the Schedule IV to the said notification,—

(a) against serial No. 10, the entry "Bhivpuri" in column 4,

(b) against serial No. 16, the entry "Manwath" in column 4,

and the corresponding entries in column 5 shall be omitted.

[No. F. 6/4/69-HI.]

S.O. 2386.—Whereas the Central Government is satisfied that the employees of the Electrical and Mechanical Workshop, Madras Airport, Madras, under the control of the Ministry of Tourism and Civil Aviation, Government of India are otherwise in receipt of benefits substantially similar to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948);

Now, therefore, in exercise of the powers conferred by section 90 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the said workshop from the provisions of the said Act for a further period of one year upto and inclusive of the 31st January, 1970.

[No. 6(26)/69-HI.]

S.O. 2387.—Whereas the Central Government is satisfied that the employees of the Small Industries Service Institute, Industrial Estate, Okhla, New Delhi, belonging to the Central Government in the Ministry of Industrial Development and Company Affairs, are in receipt of benefits substantially similar to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948).

Now, therefore, in exercise of the powers conferred by section 90 of the Employees' State Insurance Act 1948 (34 of 1948), the Central Government, after consultation with the Employees' State Insurance Corporation, hereby exempts the above factory from all the provisions of the said Act for a further period of one year upto and inclusive of the 13th January, 1970.

[No. F. 6(28)/69-HI.]

S.O. 2388.—Whereas the Central Government was satisfied that Ferromanganese Plant was situated in Joda area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Keonjhar in the State of Orissa;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employers' special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government in the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 216, dated the 10th January, 1962;

And, whereas the Central Government is satisfied that the insurable population of the Joda area in the district of Keonjhar in the State of Orissa has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the said notification, namely:

In the Schedule to the said notification, in the entries relating to "Keonjhar" in serial No. 7, to entry 'Joda' in column 3 and the corresponding entry in column 4 shall be omitted.

[No. F. 6/35/69-HI.]

S. O. 2389—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government having regard to the location of the factories specified in column (4) of the Table below in sparse areas in the State of Maharashtra and specified in the corresponding entry in Column (3) of the said Table, hereby exempts the said factories from payment of the employer's special contribution leviable under Chapter VA of the said Act for a period of one year from the date of issue of this notification or until the enforcement of the provisions of Chapter V of the Act in the said areas whichever is earlier.

TABLE

Sl. No.	Name of District	Name of area	Name of the Factory
1	2	3	4
1.	Akola	Karanja	(i) Messrs Pradeep Ginning Pressing Oil Mills. (ii) Messrs Arun Oil Mills. (iii) Messrs Parikh Oil Mills. (iv) Messrs Sanjeev Oil Industries (Lessee of Messrs Prabhakar Oil Industries, Karanja). (v) Messrs Devilal Laxminarayan Oil Mills.
		Washim	Messrs Prestressed Concrete Pole Factory.
2.	Ycotmal.	Pusad	Messrs Maharashtra State Road Transport Corporation.
		Bori Arab	Messrs Kamal Oil Mills.
		Ycotmal	Messrs Maharashtra State Electricity Board Workshop, Pandharkawada Road.
3.	Ahmednagar	Sangamner	Messrs Damodar Jagannath Malpani.
4.	Kolaba	Panvel	Messrs G.J.R. Spinning Mills.
5.	Kolhapur	Shirol	(i) Messrs Shantinath Stone Crusher. (ii) Messrs Kolhapur Jilha Shetkari Vinkari Sahkari Soot-Ginni Limited.
6.	Nasik	Devlali	Messrs Chawla Metal Works
7.	Sholapur	Soregaon	Messrs Structural Engineering Works.
		Akluj	Messrs Akluj Ginning Pressing factory Private Limited.

[No. F. 6(58)/68-III]

DALJIT SINGH, Under Secy.

(Department of Labour & Employment)*New Delhi, the 7th June 1969*

S.O. 2390.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the Industrial Dispute between the employees in relation to the Punjab National Bank Limited and their workmen, which was received by the Central Government on 30th May, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 11 OF 1969

PARTIES:

Employers in relation to the Punjab National Bank Ltd.,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:*On behalf of Employers*—Shri A. Roy Chaudhuri, Staff Officer.*On behalf of Workmen*—Shri Shyamal Banerjee.

STATE: West Bengal

INDUSTRY: Banking

AWARD

By Order No. 23/96/68-LR-III, dated January 16, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Punjab National Bank Ltd., and their workmen, to this tribunal, for adjudication, namely:

“Whether the management of Messrs Punjab National Bank Limited, Calcutta was justified in promoting Shri S. K. Raghuvanshi as Permanent Teller with effect from 26th February, 1968 in supersession of Shri M. L. Bhattacharjee? If not, to what relief is Shri M. L. Bhattacharjee entitled and from what date?”

2. The workmen represented by their trade union known as the Punjab National Bank Employees Union, Calcutta, filed a written statement. The employer Bank also filed a written statement later on. There is no dispute that the Punjab National Bank Ltd. introduced the system of Teller, at the Bhowanipore branch of their Bank, in 1964. The duty of a Teller is described in Appendix ‘B’ of the Settlement between the Bank management and their workmen, dated October 19, 1966, as consisting of passing and cashment of cheques upto and including Rs. 1,000. A Teller’s special allowance for an ‘A’ class Bank, to which class the employer Bank belongs, was increased to Rs. 27 per month by the aforesaid agreement with proportionate dearness allowance thereon.

3. The present dispute is over the appointment of a Teller in the Bhowanipore branch of the employer Bank. Due to the promotion of one A. B. Banerjee, the then Teller and his transfer from Bhowanipore branch to Chowringhee branch of the Bank, early in 1968, a vacancy occurred in the post of Teller in Bhowanipore branch. The concerned workmen M. L. Bhattacharjee who was a clerk in the Bhowanipore branch applied for the post on March 12, 1968 (Ext. G).

4. The qualification for appointment of a Teller is to be collected from two Staff Department Circulars, namely Circular No. 561, dated March 3, 1964, and Circular No. 120, dated May 28, 1965. Hereinbelow, I set out the relevant portions from the two circulars:

I. Circular No. 561:

“With the desire of both parties to promote and maintain harmonious relations they have come to a settlement that promotion from clerks to supervisors shall be made in the following manner:—

(1) Length of Service:

- (a) One mark shall be given for each completed year of service in the Bank in clerical cadre (excluding period of apprenticeship and work in non-clerical posts) from the date of appointment as probationer with a maximum of 25 marks.

- (b) The amount of higher initial start and/or extra increments granted before 31st January 1950 shall be converted into marks by dividing the amount by Rs. 5 (fractions to be rounded off to the nearest integer).
 - (c) The amount of higher initial start and/or extra increments granted after 31st January 1950 shall be converted into marks by splitting the amount into normal rates of increments admissible at the relevant time (fractions to be ignored).
 - (d) *Ad hoc* group increments or increments for other than good work shall be ignored.
 - (e) One mark shall be deducted for every increment withheld as a result of disciplinary action.
- (2) *Education and other Qualifications:*
 Marks for educational, vocational and technical qualifications shall be allowed as under:
- (i) Graduate 2 marks
 - (ii) Each master Degree and/or degree in Law 1 mark
 - (iii) C.A.I.I.B. (1st Part) 2 marks
 - (iv) C.A.I.I.B. (2nd Part) 2 marks
 - (v) Commerce in Inter-Graduate or Post Graduate Exam. 1 mark

(3) *Priority List:*

A priority list shall be maintained regionwise on the basis of marks obtained under clauses (1) and (2) above as on 1st October each year and list of employees highest in the priority list numbering three times the number of anticipated vacancies in each region shall be circulated to the branches in the respective regions.

II. Circular No. 120:

In supersession of the instructions contained in our circular No. 97, dated 11th December 1964, the question of minimum qualifications for the selection of tellers has been revised by the authorities and the following modifications have been made:

"Selection of clerks as Tellers to be made on the basis of priority marks determined with reference to length of service and educational qualifications as prescribed in Staff Department Circular No. 561, dated 3rd March 1964, subject however to the condition that they should have at least two years experience as ledger keeper. If however, suitable persons with the requisite experience are not available, those with the longest experience as ledger keeper should be given preference."

The respective qualifications of the concerned workmen M. L. Bhattacharjee and that of S. K. Raghuvanshi, who eclipsed him and got the appointment of Teller in alleged supersession of the better claim of the former, were as hereinbelow stated:

- (a) S. K. Raghuvanshi had longer period of service to his credit than M. L. Bhattacharjee, the former being appointed on April 27, 1959 and the latter on September 4, 1959.
- (b) S. K. Raghuvanshi had better educational qualification than M. L. Bhattacharjee, because the former obtained the B.Com. degree and also C.A.I.I.B. Part I diploma whereas the latter was only a B.Com. degree holder.
- (c) S. K. Raghuvanshi was drawing higher salary namely Rs. 249 as basic pay as against Rs. 237 as basic pay drawn by M. L. Bhattacharjee.
- (d) S. K. Raghuvanshi had better priority marks over M. L. Bhattacharjee, the former having 13 and the latter 11 only.
- (e) M. L. Bhattacharjee had over two years experience to his credit as ledger keeper whereas S. K. Raghuvanshi had a very short period of experience as a ledger keeper. The point that was strongly urged before this tribunal was that the employer Bank was bound by its own rules, namely the service rule contained Circular No. 120. Two years' experience as a ledger keeper was the over-riding qualification under the said circular. That qualification M. L. Bhattacharjee

possessed but S. K. Raghuvanshi lacked. Comparatively, therefore, M. L. Bhattacharjee had better claim for selection as the Teller. This point was sought to be met by the employer Bank with the contention that S. K. Raghuvanshi had previous experience of a Teller, which was equivalent to the experience of a ledger keeper. If the experience as a teller was added to his shorter experience as a ledger keeper, his total experience would be longer than that of M. L. Bhattacharjee. Added to that there was the other fact that he was otherwise better qualified than M. L. Bhattacharjee. These two considerations together, it was contended, made S. K. Raghuvanshi the better candidate for selection as a Teller.

5. Before I consider the merits of the respective contentions above referred to, I need clear the grounds of certain preliminary objections taken on behalf of the employer Bank. It was contended, in the first place, that both S. K. Raghuvanshi and M. L. Bhattacharjee were serving in the clerical cadre. The office of Teller was also in the clerical cadre, with the only difference that it carried with it a special allowance. The placement of a clerk from one clerical post to another clerical post did not involve any promotion. Therefore, the question of supersession did not arise. It was argued, in the second place, that Raghuvanshi was made a permanent Teller with effect from May 21, 1968 and not from February 26, 1968. The assumption, in the order of reference, that S. K. Raghuvanshi had been promoted as a permanent Teller with effect from February 26, 1968 in supersession of M. L. Bhattacharjee was factually wrong. On both the above preliminary grounds, it was contended that the reference was a bad reference and should be thrown out *ad limine*. The first branch of the preliminary objection is attractive and not devoid of substance. Both M. L. Bhattacharjee and S. K. Raghuvanshi were members of the clerical staff, at the time when they applied for appointment as Teller. The post of a Teller is itself included in the cadre known as clerical staff, under Paragraph 5.2 of the bipartite agreement of 1966. Clerical category or non-subordinate category is one unit of service. Promotion means promotion to a category higher than clerical category. Anybody who is in the clerical category has the right to reach the top salary in that unit or category, in the absence of an efficiency bar, which must be crossed by show of efficiency. So long as the clerk is not taken out of the clerical cadre and placed in another cadre, which carries a different and higher scale of pay, there can be no question of promotion of a clerk, although he may be placed to the position of checking clerk or a teller, guarding against possible mistakes of others. Thus, Mr. Roy Choudhury may be right in his contention that the use of expressions 'supersession' or 'promotion', in the context of the present dispute, were expressions of inexactitude and by placing Raghuvanshi in the office of a teller, nobody was superseded, nobody was promoted. Even though I agree with Mr. Roy Choudhury upto this extent, I do not agree with him any further, that is to say I do not go to the length of holding that because of the use of inexact expressions like 'promotion' and 'supersession', the reference must fail and should be thrown out *ad limine*. My reasons are hereinbelow indicated:

(a) The placement of S. K. Raghuvanshi in the position of Teller is now a dispute of ancient origin. He had once been posted as a Teller with effect from December 20, 1965, in disregard of a better claim of his competitor one P. K. Ghosal. At that time the Central Government referred the dispute to this tribunal (then presided over by Sri S. K. Sen) in the following language:

"Whether the management of Punjab National Bank Ltd., Calcutta, was justified in promoting Sri S. K. Raghuvanshi as Teller with effect from 29th December, 1965 in supersession of Sri P. K. Ghosal? If not, to what relief is Sri P. K. Ghosal entitled?"

This reference was registered as Reference No. 37 of 1967. The operative portion of the award made by the tribunal in the above reference was:

"My award, therefore, is that the management of Punjab National Bank Ltd., Calcutta, was not justified in promoting Sri S. K. Raghuvanshi as 'Teller' with effect from 29th December, 1965 in supersession of Sri P. K. Ghosal. Accordingly, I set aside the promotion made by the branch Manager, Bhowanipore of Shri S. K. Raghuvanshi to the post of 'teller' on a permanent footing with effect from 29th December, 1965, which promotion has not been confirmed by the Assistant General Manager or by any other superior authority as required under rules, and I direct that the case of Shri P. K. Ghosal and other suitable candidates be considered for appointment to the post of 'teller' on a permanent basis."

It is true that before the earlier tribunal the preliminary point in the form raised before me was not raised but I cannot shut my eyes to the fact that a reference more or less in identical term had been made before this tribunal but was not thrown away. It was decided on merits.

(b) The function of an industrial tribunal is to exert itself to promote industrial peace. It appears to this tribunal that over the interpretation of Circular No. 120 there is difference of opinion between workmen and the management and over this difference the dispute has come up before this tribunal for a second time and may come up over and over again. It would not be proper for a tribunal to shut its eyes to a dispute often recurring and leave it undecided on technical pleas.

(c) An order of reference must be reasonably construed. In *Express Newspaper v. their workmen* (1962) 2 LLJ 227 (234), Gajendragadkar, J (as he then was) warned Labour courts and tribunals against construction of orders of reference too technically or in a pedantic manner. It is also permissible now-a-days for tribunals to look to the pleadings in order to determine the real ambit of the dispute [vide *Delhi Cloth & General Mills Ltd. and Workmen* (1967) 1 LLJ 223]. Now, if attempt be made to read the order of reference in the background of the pleadings and if a reasonable interpretation is sought to be put thereon, it will appear that the real dispute is over the emplacement of S. K. Raghuvanshi in the position of a Teller in disregard of the claim of M. L. Bhattacharjee to that position. This emplacement may not be promotion; this disregard may not entail supersession. But this terminological inexactitude must not have such a blinding effect on the tribunal as to ignore the substance of the dispute, namely, the emplacement of one officer said to be lesser qualified to a position of greater responsibility carrying some special allowance for which there is another claimant better qualified. For the three reasons above, I overrule the first branch of the preliminary objection raised by Mr. Roy Choudhury.

6. The second branch of the preliminary objection, however, does not present much difficulty. The date may be mistaken. Such mistakes may be corrected by the tribunal without changing the nature of the reference. I now read the correct date as May 21, 1968 in place of the incorrect date February 26, 1968. This disposes of the second branch of the preliminary objection.

7. Now, if I turn to Ext. 27, the award made in Reference No. 37 of 1967, I find that in 1965 when S. K. Raghuvanshi was sought to be "promoted" in preference to P. K. Ghosal to the post of a Teller, the management considered the case of S. K. Raghuvanshi more favourably on the following consideration, as noticed in the award:

"According to the written statement of the management, there was no irregularity or favouritism in appointing Shri S. K. Raghuvanshi to the permanent job of a teller. Both S. K. Raghuvanshi and P. K. Ghosal had the same priority mark according to the Staff Department Circular No. 561 of 3rd March 1964 (11 marks each) and both had less than 2 years' experience as ledger keeper, but S. K. Raghuvanshi had worked for 3 months as a member of temporary teller training team, and therefore he was considered more suitable for appointment to the permanent post of a teller."

This consideration was repelled by the then tribunal which observed after consideration of the evidence on the point:

"Ultimately therefore it appears that the top management itself was convinced that the appointment of S. K. Raghuvanshi had not been made in accordance with rules. According to the Staff Department Circular No. 561 dated 3rd March 1965, which is based on an agreement between the management and the unions, an employee coming highest in the priority list and not assessed 'below average' is entitled to be promoted when a vacancy occurs; and in case of equality of priority marks, an employee with greater length of service shall be considered senior. If this rule is strictly applied, P. K. Ghosal is entitled to the appointment to the permanent post of a teller. On the other hand, according to the office Circular No. 120 of 28th May 1966, in the matter of selection of tellers a condition was imposed that the candidate should have at least 2 years' experience as ledger keeper and if a suitable person with requisite experience was not available a clerk with the longest experience as ledger keeper should be given preference. B. P. Das Modak has the longest experience i.e. over 4 years as ledger keeper but his priority mark is 7 as against 11 which

is the rating of both P. K. Ghosal and S. K. Raghuvanshi. It appears that the Delhi Head Office's view that B. P. Das Modak is entitled under the Circular to be appointed permanently as a teller is based on the fact that he has the longest experience as ledger keeper."

Since the then tribunal was further of the opinion that promotion is "management function", he left the appointment of the most suited person to the post of teller to the management again, after having had observed that the appointment of Raghuvanshi was not justified.

8. This time also there is a competition between M. L. Bhattacharjee and S. K. Raghuvanshi in the matter of appointment as a Teller. It appears from letter (Ext. 1), dated March 18, 1968, from the Branch Manager, Bhowanipur Branch to the Assistant General Manager:

"At our branch we had two approved tellers viz. Shri A. B. Banerjee and Shri P. K. Ghosal. As per your instructions Shri A. B. Banerjee was transferred on 27th February 1968 to B/O Chowringhee. Thus a vacancy has arisen at our branch.

Shri M. L. Bhattacharjee who has been on leave since 19th February 1968 has represented that he should have been appointed as teller with effect from 27th February, 1968.

We would like to have your instructions regarding permanent selection of teller in place of Shri A. B. Banerjee. We enclose herewith comparative data regarding the six senior-most clerks at our branch mentioning the latest priority marks as on date. We may add that Shri M. L. Bhattacharjee is expected to resume duty on 20th March, 1968 on expiry of his leave. Further the only two tellers approved for working in leave arrangement at our branch are Shri P. C. Mukherjee and Shri B. P. Das Modak. You are requested to approve another name for working in leave arrangement as teller also."

The Assistant General Manager replied to the Branch Manager, Bhowanipore (Ext. 2), on March 22, 1968, in the following language:

"We are in receipt of your letter No. Teller/144/4/68 dated 18th March 1968. Our standing instructions as regards selection of Teller are clear. You should therefore be in a position to make suitable recommendations to us for our approval after considering the merits of all claimants to the above post.

As regards ledger keeping experience you should not be satisfied as to what the persons concerned stated but base your recommendations on the basis of factual position as evidenced from records."

The next letter, dated April 8th 1968, from the Branch Manager to the Assistant General Manager (Ext. 3) reads:

"Of the six candidates mentioned in our letter No. Teller/144/4/68 dated 18th March 1968 the names of Sri P. K. Ghosal and Sri R. D. Singh are not to be considered, as Shri Ghosal is already an approved teller of this office and Sri Singh is no longer interested in the post. The ledger experiences of the remaining four candidates are being verified from our records. We will submit our recommendation as soon as the factual position of each is ascertained.

Meanwhile please let us know if the experience while working as teller is to be counted as ledger experience for the purpose of selection of teller."

To the above letter the following reply was given by the Assistant General Manager vide his letter dated 15th April 1968 (Ext. 4):

"Your query in the second paragraph is superfluous as you have to assess suitability on the basis of Bank's rules which lay down two criteria only viz., Priority Marks and two years ledger keeping experience. You are advised not to make undue delay in the matter of selection of Teller, as it is not proper that a leave reserve hand should carry on for long in a permanent vacancy.

We may further add that Industrial Tribunal which went into the merit of respective claim for the teller post viz. Shri P. K. Ghosal vis-à-vis Sri S. K. Raghuvanshi, did not consider the latter's teller experience as adequate to have a better claim for the permanent post

then arising, than Shri P. K. Ghosal. You are already aware of the Tribunal Award and therefore there was no point in raising the matter over again in connection with the other selection."

S. K. Raghuvanshi made out a special case for himself and submitted a representation, dated 10th April, 1968, which was forwarded by the Branch Manager to the Assistant General Manager on April 11, 1968 Exts. 5 and 5(a). The representation by S. K. Raghuvanshi Ext. 5(a) reads:

"As regards selection of a teller, it has been stipulated in the A.G.M's Circular No. 120 that the prospective candidate should have two years ledger experience besides seniority. Further A.G.M's office letter No. AGME/3/SB/717 dated 5th January, 1968 has clarified the position as under as to the posting of teller ledger cards:

In respect of items 1-3, please note that work involved is in the capacity of a ledger keeper only and not that of teller payment of any teller allowance is irregular.

As the nature of work performed by a teller, so far as the posting of teller's ledger cards is concerned, is, being Dr. and Cr., similar to that of a ledger keeper, the Assistant General Manager has very correctly pointed out that the posting of teller's ledger cards is to be taken at par with that of ledger keeper in the above decision.

In view of the above, my ledger experience should be reckoned as under:

Ledger Experience	Period	
	Years	Months
Worked & gained ledger experience before selection as teller besides pass-book & Statement of accounts.	—	6
Since Oct., 1968 onward worked either as Ledger Keeper or Teller.	3	6
	4	0

(Total Years four only)

As I am the senior most I shall request your goodness to consider my case in the permanent vacancy of a teller in our branch."

He made another direct representation to the Assistant General Manager, on 15th April, 1968 (Ext. 6), in the following language:

"My claim for the above post has already been forwarded to you by the Branch Manager. In this connection I am surprised to learn from the Manager that you have referred to certain comments made by the Tribunal in the case of previous selection of teller which in my view, is irrelevant at this stage. However, since you have raised certain points I would like to state as follows:

Tribunal's reference to my teller experience as inadequate was to that at the date of original selection (15th October, 1965), which as to today's date exceeds 4 years

Before the said learned Tribunal a particular case of Sri P. K. Ghosal was referred and whatever decision came that related to the case in peculiar situation. In the peculiar situation the learned Tribunal observed while delivering his judgment that my posting as teller in view of the learned Judge was not approved at any stage by the Assistant General Manager. Had it been approved by your goodness in time I was confident that the decision would have definitely been in my favour.

Teller's job besides making payments involves posting of teller's ledger cards which is what a ledger keeper does. Further the learned Tribunal has nowhere said that teller experience will not be reckoned for the purpose of any future selection of teller.

In view of the foregoing and having regard to your own decision as regards the posting of teller's ledger cards in the capacity of a ledger-keeper, *vide* your letter No. AGME/3/SB/717 dated 5th January, 1968, my experience as a ledger-keeper and/or teller comes to more than 4 years. The facts of my working and experience are on the bank's records.

As I am the seniormost among all the claimants, I have got the first claim to the permanent vacancy which has arisen now."

Although the Branch Manager in his letter Ext. 7 had expressed the opinion that M. L. Bhattacharjee was better suited for appointment as a teller, the Assistant General Manager differed and by his letter to the Staff Controller, New Delhi (Ext. 8) wrote:

"A copy of Shri Raghuvanshi representation dated 18th April, 1968 received in this connection is enclosed. Although Bank Rules provides for only priority marks and minimum 2 years' ledger keeping experience and although the Industrial Tribunal did not consider Shri Raghuvanshi had a better claim than Shri P. K. Ghosal because of his Teller experience, the undersigned feels there is sufficient force in his contention and the matter needs to be viewed in the proper perspective. Considering his experience on the teller seat which including his ledger keeping experience far exceeds two years and his higher Priority Marks, his case deserves special consideration. Please let us know your views in the matter."

The Staff Manager by his reply, dated May 13, 1968 (Ext. 9) directed inclusion of S. K. Raghuvanshi also for consideration for appointment as a teller in Bhowanipore branch, after "treating his teller experience as ledger keeper experience".

9. At this stage, M. L. Bhattacharjee, the concerned workman, by his letter dated May 21, 1968 (Ext. 12), protested and asked for his own appointment as a teller in preference to others. Nevertheless, by office order dated May 21, 1968, S. K. Raghuvanshi was required to work as a temporary teller pending final selection and then Manager of the Bhowanipore Branch of the Bank reported to the Assistant General Manager as follows (Ext. 14):

"Ref. Your letter No. * * * * dated 18th May, 1968

In view of the instructions contained in your above letter for treating teller experience as ledger experience, we have provisionally instructed Shri S. K. Raghuvanshi to work as teller pending final selection as per office order of date copy of which is enclosed.

In the meantime Shri M. L. Bhattacharjee has submitted a representation for being selected as permanent teller. His representation is being sent herewith for your consideration.

We once again invite your kind attention to our letter No Teller/144/8/68 dated 18th April, 1968 wherein we mentioned that Shri S. K. Raghuvanshi was the senior-most amongst the clerks at our office willing to work as teller. Since teller experience is to be reckoned as ledger experience, he is eligible to fill up the permanent vacancy having completed nearly 3 years as teller and 1 year as ledger keeper.

Please let us know the name of the permanent teller selected by you."

At the last the Staff Manager was won over and he laid down the following principles for selection of permanent Teller (Ext. 16):

"Please refer to your letter No. AGME/NTS/27090 dated 27th May, 1968. In this connection we may observe that in the case of Shri P. K. Ghosal *vis-a-vis* Shri Raghuvanshi of B. O. Bhowanipore, Calcutta the posting of the latter was set aside as his experience both as teller i.e. for 3 months plus ledger-keeping experience which was less than a year, was less than the ledger-keeping experience of Shri P. K. Ghosal, who had the highest priority marks and only a little less than two years' ledger-keeper's experience at the time of selection and thus had a better claim than Shri Raghuvanshi. As already advised per our letter No. STF/B/12669 dated 11th May 1968 the teller experience may be treated as ledger-keeper's experience and the vacancies of tellers filled up accordingly."

The Assistant General Manager thereupon wrote to the Manager of Bhowanipore branch on June 11, 1968, the following letter (Ext. 17):

"Please refer to your letter No. Teller/144/10/68 dated 21st May, 1968. The representation of Shri M. L. Bhattacharjee was placed before the Head office authorities. In reply they have observed that in the case of Shri P. K. Ghosal *vis-a-vis* Shri Raghuvanshi of your office the posting of the latter was set aside by the Industrial Tribunal, Calcutta, as his experience both as teller i.e. for 3 months plus ledger keeping experience which was less than a year, was less than the ledger-keeping experience of Shri P. K. Ghosal who had the highest priority marks and only a little less than two years' ledger-keeper's experience at the time of selection and thus had a better claim than Sri Raghuvanshi. They have also observed that the teller experiences may be treated as ledger-keeper's experience.

In the light of the above observations of Head Office it appears to us from our records that the teller experience and ledger-keeper's experience of Shri Raghuvanshi is more than that of Shri M. L. Bhattacharjee. If it is so Shri Raghuvanshi who has also got the highest priority marks is to be regarded as having better claim than Sri Bhattacharjee. Please verify your records and make permanent selection for the post of teller in the vacancy caused due to Shri A. B. Banerjee's transfer, at a very early date. Please advise compliance."

The Branch Manager thereupon selected S. K. Raghuvanshi in preference to M. L. Bhattacharjee.

10. This is in short the history of the appointment of S. K. Raghuvanshi at a Teller in preference to M. L. Bhattacharjee. There are to infirmities in the line of reasoning adopted in favour of S. K. Raghuvanshi. The Staff Circular No. 120 is very clear and expressive. It makes all other qualifications subject to the overriding qualification of two years' experience as a ledger keeper. It may be that experience as a temporary Teller is a desirable qualification of a person for appointment as a permanent teller. But the authorities decided that far better qualification for a teller was two years' experience as a ledger keeper. This circular binds all officers including those who sought to deviate therefrom on grounds strained in favour of S. K. Raghuvanshi. Therein they erred and went beyond what was contained in Circular No. 120.

11. Since they had no right so to do, what they did was wrong. The selection of a teller must be made in strict compliance with Circular No. 120, so long as the Circular stood. That has not been done in the instant case. I, therefore, hold that the management of Messrs Punjab National Bank Ltd. was not justified promoting S. K. Raghuvanshi as permanent teller in supersession of M. L. Bhattacharjee or in other words in placing S. K. Raghuvanshi as a permanent teller in disregard of the claims of M. L. Bhattacharjee. Therefore, the order promoting or placing S. K. Raghuvanshi in the position of a teller must be set aside.

12. Promotion or emplacement of the most suitable person in responsible positions is the function of the management *vide Brook Bond India Private Ltd. and their workmen* (1966) 1 LLJ 420. The management must, therefore, be called upon to follow their own rules and place the most suitable one in the position of teller. In considering who is most suitable, they must consider the case of M. L. Bhattacharjee and try to find out if his experience as a ledger keeper for a longer period makes him the fittest person for appointment as a teller in preference to S. K. Raghuvanshi. M. L. Bhattacharjee is entitled to no other relief.

This is my award.

Dated, May 23, 1969.

[No. 23/96/68-LRIII.]

(Sd.) B. N. BANERJEE,
Presiding Officer

New Delhi, the 12th June 1969

S.O. 2391.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Delhi in the industrial dispute between the employers in relation to the S.S. Light Railway Company Limited and their workmen, which was received by the Central Government on the 5th June, 1969.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI

PRESENT:

Shri R. K. Baweja, Central Government Industrial Tribunal, Delhi

Dated the 17th May, 1969.

REFERENCE I.D. No. 8 of 1968.

BETWEEN

The employers in relation to the S.S. Light Railway Company Limited,

AND

Their workmen.

Shri Harish Chandra—for the management.

Shri Jaswant Singh with Shri Virendra Saxena—for workmen.

AWARD

The Central Government vide Notification No. 2/43/68-LRIII dated 17th October, 1968 referred the following industrial dispute existing between the employers in relation to the S.S. Light Railway Company Limited (hereinafter to be referred as company), and their workmen for adjudication to this Tribunal:—

"Whether, keeping in view the allowances which are being paid at present to the workmen of the S.S. Light Railway Company Limited, and taking into account the settlement dated the 17th May, 1968 between the management of S.S. Light Railway Company Limited and its workmen, represented by the S.S. Railway Workers' Union, the demand of the S.S. Railwaymen's Union for revision of the existing pay scales is justified? If so, to what relief are the workmen entitled and from what date?"

2. The S.S. Light Railwaymen's Union (Regd.), 115-E, Babar Road, New Delhi (hereinafter to be referred as the Railwaymen Union), in the statement of claim filed on behalf of the workmen of the company prays that the workmen of all the categories in the employment of the company be given the same pay-scales as enjoyed by the employees of the same categories on the section of the Shahdara (Delhi) to Saharanpur of the Indian Railways. The reasons and the material for this demand of enhanced emoluments are given in detail in the statement of claim.

3. It, however, seems that another union namely, the S.S. Railway Workers' Union (hereinafter to be referred as the workers' union), effected a settlement with the company on the 17th of May, 1968 with regard to a dispute between them pertaining to the merger of dearness allowance with wages. In the statement of claim filed by the Railwaymen union, it is averred that as that settlement was not favourable to a large number of the workers and as they were dissatisfied with that, the present Railwaymen Union came into existence on the 15th of July, 1968 and it served a charter of demands on the company about the increase in wages. A strike notice was also given under section 22(1) of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act), and the company was informed that the union had decided to call a strike of all the railwaymen in the employment of the company for indefinite period with effect from the 20th of September, 1968. Thereafter, conciliation proceedings opened on the 11th of September, 1968 and continued till the 7th of October, 1968 when they ended in failure vide failure report dated 9th October, 1968 of the conciliation officer. It is further averred that immediately on the commencement of the conciliation proceedings the present union issued a circular for the withdrawal of the strike notice, but the company declared a lock-out from the morning of 20th September, 1968. The Government however, also vide order No. 2/43/68-LRIII(II), dated the 17th October, 1968 prohibited the continuance of the strike/lock-out in the company in exercise of the powers conferred by sub-section (3) of Section 10 of the Act. One of the pleas raised by the company in its written statement was that the conciliation agreement dated 17th May, 1968 arrived at between the workers union and the company during conciliation proceedings was binding on the parties till the 31st of December, 1969 or till the decision of a writ petition pending in the High Court whichever is earlier. It was further pleaded that one of the terms in that settlement provided that during its operation, the workmen would not make any

demand on the company involving any financial commitment. The raising of this dispute on behalf of the workmen by the present union for revision of the existing pay-scales, therefore, it was stated, was barred under sub-section (3) of Section 18 of the Act. A rejoinder was also filed on behalf of the workmen by the Railwaymen union in which it was stated that the conciliation agreement signed before the Assistant Labour Commissioner, Delhi on the 17th of May, 1968 was not binding and operative as it was an anti-labour and illegal agreement.

4. On the above pleadings of the parties, the following preliminary issue was framed:—

Whether the present reference is barred in view of the reasons stated in the preliminary objections of the written statement of the management?

Issue No. 1:

5 Sub-section (3) of Section 18 of the Act provides that, a settlement arrived at in the course of conciliation proceedings, or an award made by an arbitrator, a Labour Court, Tribunal or a National Tribunal which has become enforceable shall be binding not only on the workmen who are parties to the industrial dispute, i.e. who appear before the concerned authority but also on all persons who are workmen in the establishment or part of the establishment to which the dispute relates, and all workmen who are in the establishment on the date of the dispute as well as all the workmen who are subsequently employed in the establishment or part of the establishment to which the dispute relates. This proposition was not challenged by the learned counsel for the workmen but he contended that the so-called settlement of the 17th May, 1968 was not arrived at in the course of conciliation proceedings and as such Section 18(3) was not a bar to the raising of the present dispute. It is, therefore, to be seen as to how far this contention has substance and be allowed to prevail.

6. On the 12th of April, 1968 the secretary of the workers union wrote a letter to the general manager of the company in which he incorporated a draft of the proposed settlement between the parties. A copy of this letter was forwarded to the Assistant Labour Commissioner (Central), for necessary action. Shri O. P. Gupta is the Assistant Labour Commissioner (Central), and has appeared before me. Before this also the management of the company had addressed a letter dated 26th of October, 1967 to the Regional Labour Commissioner regarding some disturbances in the loco workshop at Saharanpur and this letter was marked to Shri Gupta and he had been making enquiries regarding it. On receipt of the copy of the letter dated 12th of April, 1968, Shri Gupta came to know that the parties were having mutual negotiations regarding the merger of dearness allowance with their pay and allied matters. As this letter, according to Shri Gupta, was sent to him for intervention and necessary action, he states that he called the parties for discussion on the 17th May, 1968. He further adds that the parties told him that they had already negotiated a settlement. He went through the draft, wrote the short recital of the case, the names of the parties and gave it a proper form. He considered it to be a fair and reasonable agreement and after the parties had signed, he affixed his signatures thereon. The learned counsel for the Railwaymen union argued that this settlement was not in the course of conciliation proceedings inasmuch as the conciliation officer affixed his signatures on what the parties had already settled and that he never applied his mind to ascertain if the terms were fair and reasonable though Shri Gupta has said before me on oath that he considered all these aspects. Thereafter, he submitted his report to the Secretary, to the Government of India, Department of Labour and Employment as required under sub-section (3) of Section 12 of the Act. In this letter, a copy of which has been placed on the file, he stated that the general secretary of the workers union vide his letter dated 12th April, 1968 sought his intervention in the dispute and accordingly, he held the conciliation proceedings in the dispute on the 17th of May, 1968. He further stated that a copy of the memorandum of settlement was signed by the parties and in his opinion, it was fair and reasonable settlement by adding that about five hundred workmen were employed in the establishment of the company and they would be benefited to the tune of Rs. 3 lakhs. This is, in my opinion, a complete answer to the contention of the learned counsel for the Railwaymen Union that the conciliation officer never applied his mind and did not come to the conclusion that it was a fair and reasonable settlement. He has specifically mentioned in this report that the workers were being benefited to the tune of Rs. 3 lakhs. In 1968 L.I.C. 153 (Krishnarajendra Mills Workers' Union v. Assistant Labour Commissioner), a ruling cited on behalf of the Railwaymen union, it was held that there is no decision on the merits of the dispute which the conciliation officer is required to arrive at. Patently his

task is one of discussion, of advice and of persuasion so that the matters in dispute are clarified to the parties themselves and by tracing out the various points of dispute in their presence, they are enabled to come to a settlement which is fair and amicable. Another authority on which reliance was placed by the learned counsel for the Railwaymen union is the dispute between Mysore Sugar Co. Employees Union v. Commissioner of Labour and State Conciliation Officer and others (1968-Lab.I.C. 74). It was held that a settlement between the parties in the course of conciliation proceedings must be one which is assisted and aided by conciliation officer by his advice and concurrence provided he is satisfied that settlement is fair and reasonable. The same rule of law was laid down by the Supreme Court in a dispute between Bata Shoe Company (Private), Ltd. and Ganguly and others (1961-I-LLJ-303). Their lordships held that a settlement which is made binding under section 18 on the ground that it is arrived at in the course of conciliation proceedings is a settlement arrived at with the assistance and concurrence of the conciliation officer, for it is the duty of the conciliation officer to promote a right settlement and to do everything he can to induce the parties to come to a fair and amicable settlement of the dispute. Keeping all these principles in view, I think in the present case the conciliation officer did apply his mind to the settlement. The parties were present before him, they had brought a draft of the settlement which they had arrived at and after discussing it and giving it a form was concurred by the conciliation officer. It is not necessary that the conciliation proceedings should have dragged on for days and only then it could be said that the settlement was arrived at in the course of conciliation proceedings. When the parties themselves arrived at a settlement, brought it to the conciliation officer to apply his mind, and he came to the conclusion that it was fair and reasonable and reported the matter to the Government, it can be safely held that this settlement was a settlement within the meaning of section 18(3) of the Act.

7. Another argument canvassed on behalf of the Railwaymen union was that no notice was served on the parties by the conciliation as required under rule 9 of the Industrial Disputes (Central) Rules, 1957. When an industrial dispute comes to the notice of a conciliation officer, he has to hold proceedings under section 12 of the Act. Then the rule provides that he has to give notice to the parties for appearing before him. But when the parties themselves informed him and a date was fixed for their appearance with the concurrence of the conciliation officer, I do not think that a notice was necessary and the absence of this notice under these circumstances cannot vitiate the proceedings before the conciliation officer as was contended by the learned counsel for the Railwaymen union. The conciliation officer has stated that the secretary of the union, Shri B. S. Sharma informed him that a date be arranged and with his concurrence the date was arranged. For that reason, he did not issue a notice to the parties and did not record any date in the file. The explanation is quite plausible and is acceptable and the absence of a notice to the parties does not take this case outside the purview of sub-section (3) of Section 18 of the Act.

8. Another argument on behalf of the present union was that Shri O. P. Gupta did not sign the settlement as conciliation officer but as Assistant Labour Commissioner (Central) and for that reason it could not be said that this settlement was arrived at in the course of conciliation proceedings. Shri Gupta has appeared and has deposed that all Assistant Labour Commissioners (Central) by Notification No. S.O. 13 dated 5th of April 1967 were notified as conciliation officers under Section 4(1) of the Act and in that capacity he concurred in the settlement though he stamped it as Assistant Labour Commissioner (Central). As Assistant Labour Commissioner (Central), he could not make a report to the Government under section 12(3) of the Act and this could only be made by him as conciliation officer. This fact also lends support to his version that he mediated between the parties not as Assistant Labour Commissioner but as conciliation officer. So, the mere fact that he put a stamp under his signatures on the settlement, of Assistant Labour Commissioner, (Central), does not in any way indicate that he did not concur as conciliation officer.

9. The settlement provides that this will be operative upto 31st of December 1969 or earlier if the writ petition pending in the High Court is decided. That writ petition has not yet been decided and so this settlement remains operative. It is also provided therein that during the operation of the settlement the union will not make any demand involving any financial commitments to the company. Revision in the existing pay-scales of the employees involves financial commitment and so during the continuance of that settlement no such demand can be

made. The point is concluded by an authority reported as 1956-II-LLJ-319 (Poona Mazdoor Sabha v. Dhutia and another). It was held that during the period of settlement no party could be allowed to raise an industrial dispute with regard to the matters covered by the settlement. For the aforesaid reasons, I find this issue in favour of the company.

10. In view of my finding on the above issue, the workmen are not entitled to any relief in this reference and so, the award is made accordingly.

(Nine pages)

(Sd.) R. K. BAWEJA.

Central Govt. Industrial Tribunal: Delhi.

[No. 2/43/68-LRIII.]

ORDER

New Delhi, the 9th June 1969

S.O. 2392.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Union Co-operative Insurance Society Limited, 23, Sir Phirozshah Mehta Road, Fort Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, No. 2, Bombay constituted under section 7A of the said Act.

SCHEDULE

Whether the demand of the workmen of the Union Co-operative Insurance Society Limited, 23, Sir Phirozshah Mehta Road, Fort, Bombay for increase of the quantum of bonus for the accounting years 1966 and 1967 as a result of the revision of the basic wages in terms of the award of the Arbitrator published in the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3358, dated the 7th September, 1968, is justified? If so, to what relief are the workmen entitled?

[No. 25/9/69-LRIII.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 7th June 1969

S.O. 2393.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on the 30th May, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,
BOMBAY

REFERENCE No. CGIT-2/27 of 1968

Employers in relation to the Bombay Port Trust

AND

Their workmen.

PRESENT:

Shri N. K. Vanl, Presiding Officer.

APPEARANCES:

For the employers—Shri A. P. Munsiff, Dy. Legal Adviser, Bombay Port Trust, Bombay.

For the workmen—Shri S. K. Shetye, General Secretary, Bombay Port Trust Employees Union, Bombay.

INDUSTRY: Ports and Docks.

STATE: Maharashtra.

Bombay, dated 21st May, 1969

AWARD

By order No. 28(3)/67-LRIII dated 13th January, 1967, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred to the Central Government Industrial Tribunal Bombay, for adjudication an industrial dispute existing between the employers in relation to the Bombay Port Trust, Bombay and their workmen in respect of the matter, specified in the schedule mentioned below:—

SCHEDULE

"Whether the demand of the shore crew in the Alexandra Docks of the Bombay Port Trust who are employed in 12 hour shifts for payment of overtime allowance for four hours instead of three hours as at present is justified? If so, from what date and subject to what conditions."

2. Later on, the Central Government transferred this reference to this Tribunal No. 2 for adjudication by order No. 22/8/68-LRIII dated 25th November, 1968.

3. Notices were issued to both the parties to file written statement within two weeks of receipt of the order of reference and also forward a copy of such statement to the other side.

4. In pursuance of the notice, Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust, by his letter No. 68-IT(2/27)/480 dated 9th April, 1969 informed the Tribunal as follows:

"With reference to your Notice No. CGIT-2/27 of 1968 dated 10th March, 1969, I am directed to inform you that the dispute covered by the above mentioned Reference was amicably settled between the parties in terms of the Resolution of the Trustees No. 897 dated 8th August 1967 a copy of which is enclosed herewith. In the circumstance, I am to request you to kindly dismiss the reference as not pressed by the parties."

"Copy of this letter is being forwarded to the Union for the confirmation of the contents of paragraph 1 above."

5. Along with this letter copy of the Trustees Resolution No. 897 dated 8th August, 1967 is produced. Paragraph 6 of this Resolution is as follows:—

"6. The Union again revived the threat of strike in May 1967, and as a result of intervention by the Union Minister for Transport, a settlement was arrived at on the 8th June, 1967 in the following terms:—

(1) That the workmen working in 12 hours' shift will be paid wages on the basis of 12 hours' work without any recess. Wherever a recess of one hour fixed or variable, is introduced in any section by mutual consent, they will be paid on the basis of 11 hours work unless they are required to work during the period of recess. The question of recess and its duration once arrived by mutual consent, will be final and binding on both parties."

(b) This settlement in so far as it relates to the shore crew including the Portwalla staff at the Head Office will be effective from 21st January, 1967 and in respect of the others from the 8th June, 1967."

(3) The period of strike from 10th January, 1967 to 21st January, 1967 will be treated as follows:—

(a) Period from 10th January, 1967 to 12th January, 1967 inclusive will be adjusted against leave due;

(b) Period between 13th January 1967 and 21st January 1967 inclusive;

"Men who actually handled any ships (or those who were deemed to have been on duty in these shifts) will be paid wages for the actual shifts during which the ships were handled by them. In all other cases, the period will be treated as leave without pay".

"(4) The above terms of this settlement will be filed before the Industrial Tribunal for making a consent award on the above terms."

6. As the Bombay Port Trust Employees' Union did not file its written statement within the prescribed period, the reference was fixed for hearing on 13th May, 1969. Notices of hearing of this reference were given to both the parties.

7. On 13th May, 1969, Shri A. P. Munsiff, Deputy Legal Adviser of the Bombay Port Trust, Bombay appeared for the employers but no one appeared on behalf of the employees. On 13th May, 1969, Shri A. P. Munsiff, Dy. Legal Adviser of the Bombay Port Trust informed the Secretary, B. P. T. Employees' Union, Bombay by his letter No. 68-IT(2/27)/2152 dated 13th May, 1969 as follows:—

"As no representative from your Union was present at the hearing the Presiding Officer has agreed to keep the matter pending and has requested the Writer to inform you that a formal confirmation about an amicable settlement of the dispute is required. Your are, therefore, once again, requested to please confirm the contents of para 1 of the said letter dated 9th April, 1969 addressed to the Presiding Officer at an early date."

8. On 13th May, 1969 notices were again issued to both the parties to appear before this Tribunal for the hearing of the case on 19th May, 1969.

9. Today Shri A. P. Munsiff Dy. Legal Adviser of the Bombay Port Trust and Shri S. K. Shetye, General Secretary of the B. P. T. Employees' Union appeared before me and agreed to file a compromise in terms of the Trustees Resolution referred to above.

10. Both the parties have filed compromise before me today. The terms of compromise are fair and reasonable. I accept the terms of compromise and pass the award in terms of compromise, which shall form part of the Award.

11. In the end I pass the following order:—

ORDER

(i) The shore Crew in the Alexandra Docks of the B. P. T. Working in 12 hours shift will be paid wages on the basis of 12 hours work without any recess. Wherever a recess of one hour, fixed or variable, is introduced by mutual consent, they will be paid on the basis of 11 hours work, unless they are required to work during the period of recess. The question of recess, and its duration, once arrived at, by mutual consent, will be final and binding on both parties.

(ii) This settlement will be effective from 21st January, 1967.

(iii) Period of strike from 10th January, 1967 to 21st January, 1967 will be treated as follows:—

(A) Period from 10th January, 1967 to 12th January, 1967 (inclusive) will be adjusted against leave due;

(B) Period between 13th January, 1967 and 21st January, 1967 (inclusive) — ~~Shore Crew~~ who actually handled any ships (or those who were deemed to have been on duty in these shifts) will be paid wages for the actual shifts during which the ships were handled by them. In all other cases, the period will be treated as leave without pay.

(iv) Award is made accordingly.

(v) Settlement to form part of the Award.

(vi) No order as to costs.

(Sd.) N. K. VANI,
Presiding Officer,
Central Govt. Industrial Tribunal,
No. 2, Bombay.

BEFORE SHRI N. K. VANI, PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NO. II

REFERENCE No. CGIT-2/17 OF 1968

(PREVIOUS REF. No. CGIT-3 OF 1967)

Employers in relation to the Bombay Port Trust

AND

Their workmen.

May it please Your Honour

We beg to inform the Hon'ble Tribunal that as a result of further mutual discussions held between the Bombay Port Trust and the B. P. T. Employees' Union, Bombay, the following settlement has been arrived at in respect of the matters referred to in the Schedule to the Order of Reference herein dated 13th January, 1967 and we have, therefore, to request you to be pleased to make your Award accordingly.

- (1) The Shore Crew in the Alexandra Docks of the B.P.T. working in 12 hours shift will be paid wages on the basis of 12 hours work without any recess. Wherever a recess of one hour, fixed or variable, is introduced by mutual consent, they will be paid on the basis of 11 hours work, unless they are required to work during the period of recess. The question of recess, and its duration, once arrived at by mutual consent, will be final and binding on both the parties;
- (2) This settlement will be effective from 21st January, 1967.
- (3) Period of strike from 10th January, 1967 to 21st January, 1967 will be treated as follows:—
 - (A) Period from 10th January, 1967 to 12th January, 1967 (inclusive) will be adjusted against leave due;
 - (B) Period between 13th January, 1967 and 21st January, 1967 (inclusive) Shore Crew who actually handled any ships (or those who were deemed to have been on duty in these shifts) will be paid wages for the actual shifts during which the ships were handled by them. In all other cases, the period will be treated as leave without pay.

Dated at Bombay, the 21st day of May, 1969.

Yours obediently,

(Sd.) M. R. S. CAPTAIN, I.O.M.)
Legal Adviser,
~~Bombay Port Trust.~~

(Sd.) S. K. SHETYE,
Genl. Secretary,
B. P. T. Employees' Union.

[No. 28/3/67-LR.III.]

S.O. 2394.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Bombay, in the industrial dispute between the employers in relation to Bombay Port Trust and their workmen, which was received by the Central Government on the 28th May, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2
BOMBAY

REFERENCE No. CGIT-2/30 OF 1968.

Employers in relation to the Bombay Port Trust

AND

Their Workmen

PRESENT:

Shri N. K. Vanl, Presiding Officer.

APPEARANCES:

For the Employers.—Shri R. K. Shetty, Dy. Legal Adviser, Bombay Port Trust, Bombay.

For the workmen.—Shri V. D. Pagraoot, Vice President and Shri V. S. Pagare, General Secretary, Bombay Port Trust Railwaymen's Union, Bombay.

Industry.—Ports and Docks.

STATE.—Maharashtra.

Bombay, dated the 13th May, 1969

AWARD

By order No. 28(23)/67-LRIII dated 30th June, 1967, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred to the Central Government Industrial Tribunal, Bombay, for adjudication, an industrial dispute, existing between the employers in relation to the Bombay Port Trust, Bombay and their workmen represented by the Bombay Port Trust Railwaymen's Union, Bombay in respect of the matters, set forth in the following schedule:—

SCHEDULE

- (a) Whether the demand of any or all the categories of workmen of the Railway Engineering Section for an unclean Allowance for working on the B.P.T. Lines from Gowari level crossing to Raoli Junction (and in any adjacent areas, if such areas are affected) on the ground of insanitary conditions is justified having regard to the steps taken by the Port Trust in the matter? If so, to what relief are they entitled and from what date to what date?
- (b) Whether the workers who have refused to work on the lines and in the areas referred to in paragraph (a) above on the ground of its insanitary condition should or should not get the wages for the occasions of their refusal?

2. Later on, by order No. 22/8/68-LRIII dated 25th November, 1968, the Government of India transferred this reference to this Tribunal No. 2 of adjudication.

3. The employees (*viz.*, Gangman, Keyman, Trolleyman, Muccadam, Mistry, Carpenter, Fitter, Blacksmith etc.) working in the Railway Engineering Section of the Chief Engineer's Department of the Bombay Port Trust are members of the Bombay Port Trust Railwaymen's Union, Bombay. This Union is registered under the Indian Trade Union Act, 1926. It is recognised by the Bombay Port Trust under the Industrial Disputes Act.

4. Shri V. S. Pagare, is the General Secretary of the Bombay Port Trust Railwaymen's Union, Bombay. He has filed written statement on behalf of the employees on 14th February, 1969 (Ex. W.1). According to him:—

- (i) the employees referred to in para. 3 of his written statement Ex. W.1. have to work on the Bombay Port Trust Railway Lines from Gowari Level Crossing to Raoli Junction and adjacent areas. There are hundreds of unauthorised hutment colonies on both the sides of the Railway Lines in this area. These thousands of hutment dwellers use this part of the Railway Line as Privys and W.Cs (open latrines). They throw refuse and all sorts of dirty things on this line. These lines are full of Night Soil i.e. human excreta and dirt. Insanitary conditions prevail on these lines in this area. Obnoxious odour or smell emanates from this area.

- (ii) the employees working on the Railway Lines in this area have to sit and bend on these lines while discharging their normal and routine duties. They come in physical contact with night soil and other dirty things. They feel giddy. They vomit, get fits, lose appetite and thirst, contract serious diseases and become victims of Tuberculosis and skin diseases. It is dangerous and hazardous for the employees to work in this area, where insanitary conditions prevail.
- (iii) Insanitary and unhealthy conditions prevailing in this area, were brought to the notice of the Bombay Port Trust authorities several times, but no steps were taken to redress the grievances of the employees. The Chief Engineer Bombay Port Trust inspected the site on 8th February, 1967 personally at the request of the Union, but he regretted his inability to do anything in the matter. On 13th February, 1967 letter No. RMU/59 dated 13th February, 1967 was addressed to the General Manager, Bombay Port Trust making a grievance about the insanitary conditions, prevailing in this area, but in vain. On 15th February, 1967, a notice of demand under letter dated 15th February, 1967 was given to the Bombay Port Trust. In spite of the notice of demand the conditions were not improved. The employees, therefore, decided to go on strike giving necessary notice under letter No. RMU/30-101 of 28th February, 1967. They proceeded on strike, stopping work at midnight on 28th February, 1967.
- (iv) After the commencement of the strike, at the instance of the Regional Labour Commissioner (C), Bombay, the Bombay Port Trust authorities agreed to request the Government to refer the dispute to the Tribunal and the strike was called off immediately at the request of the Bombay Port Trust authorities. After the strike, the Bombay Port Trust posted some constables on the Railway Lines, in this area, to prevent persons from making nuisance but it had no effect. The same insanitary condition in this area continues.
- (v) The employees in question are not Banglis by profession. They are required to work on a track, filled with night soil. To work on such tracks is not part of the duties prescribed for them. Compulsion to work on such dirty and unhealthy tracks is not warranted by their service conditions. Moreover, this insanitary condition has not been taken into consideration while fixing their pays.
- (vi) As the working conditions of the employees in question cannot be changed and as they have to work in unhealthy, insanitary and dirty atmosphere under compulsion, they are entitled to sufficient compensation, i.e. unclean allowance at the rate of Rs. 35/- per month per head from the dates of their appointments.
- (vii) As the employees were compelled to work on dirty tracks, they refused to work and remained absent for 15 days during the period from 27th February, 1967 to 28th February, 1967. The Bombay Port Trust authorities deducted their wages for this period. The employees refused to work on these tracks, because it was not their duty to remove the night soil and because the Bombay Port Trust authorities failed to redress their grievance. They were willing to work on other part of the tracks. If the insanitary conditions would not have prevailed on the tracks between Gowari Level Crossing to Raoli Junction, they would not have refused to work. In these circumstances, they were justified in refusing to work on these tracks only. Hence they are entitled to wages for the occasions of their refusal.

5. Shri S. D. Chittar, Secretary, Bombay Port Trust has filed written statement on behalf of the Trustees of the Port of Bombay (hereinafter referred to as 'the employers'). According to the employers:—

- (i) as the Wage Board is seized of the question of fixation of wages including the unclean allowance, having regard to the totality of service conditions of the workmen including the employees in this reference, the present reference is not maintainable.
- (ii) The question of scales of pay, having regard to the duties and responsibilities of all workmen including those working in the Railway Engineering Section had been gone into by the Classification and Categorisation Committee headed by Shri F. Jeejeebhoy during the

years 1958—61. The said Committee had prescribed certain scales of pay for these workmen, having regard to the nature of their duties and responsibilities. The said Committee never thought it fit to prescribe any special additional allowance for these workmen. Hence the same cannot be now considered by this Tribunal.

- (iii) as they were forced to sign a joint application dated 16th March, 1967 to the Government of India for reference of this dispute under Section 10(2) of the Industrial Disputes Act, because of the existence of Industrial Truce Resolution and because of the resort to strike by the concerned workmen with effect from 1st March, 1967 to 8th March, 1967, this reference is not tenable.
- (iv) the workmen, doing occasional unclean work, are not entitled to claim any unclean allowance presuming without admitting that they do some unclean work
- (v) the workmen who do not actually discharge duties between the Gowari Level Crossing and the Raoli Junction are not entitled to any special allowance.
- (vi) as the gangmen, keymen, muccadams and other staff mentioned in para. 3 of the Union's statement do not do unclean work, they are not entitled to unclean allowance.
- (vii) 4 sweepers and one sweeper muccadam were engaged with effect from 25th April, 1963 for continuously removing all forms of dirt and refuse from this small portion of the railway tracks not excluding human excreta, if any, and to keep the tracks clean for carrying out the maintenance work of the concerned workmen. The strength of the said sweepers has been increased to 6 with effect from 23rd February, 1967. These sweepers constantly work under the supervision of the sweeper muccadam on the said tracks throughout the day, cleaning them, and removing the night soil, refuse, kutchra etc. The gangmen do the work of packing, levelling etc. with the help of the wire claws, crow bars, powraks etc. They never come in physical contact with human night soil. They never suffer from giddiness of any disease on account of work in this area. All workmen do not work at Raoli-Gowari area continuously but are rotated with other similar workmen of the Railway Section. The turn of such workmen to work on the Gowari-Raoli area might come after a considerable lapse of time.
- (viii) The Commissioner of Police of Bombay has posted 3 constables on the tracks to prevent unauthorised hutments, cropping up in this area, and misuse of the Gowari-Raoli Railway line. As necessary steps have been taken to keep Gowari-Raoli Railway line clean, the employees are not entitled to claim unclean allowance.
- (ix) the employees are not entitled to claim unclean allowance with retrospective effect.
- (x) as certain workmen had refused to carry out their duties on the Railway tracks of the Gowari-Raoli area between 1st February, 1967 to 28th February, 1967, their wages for the period of such refusal, were deducted on the principle of 'no work no pay' and there was justification for doing this. The Union's demands for unclean allowance and wages for the period of refusal to work be rejected.

6. Shri R. K. Shetty, Deputy Legal Adviser of the Bombay Port Trust contends that as the Wage Board is seized of the question of fixation of wages including the unclean allowance, having regard to the totality of service conditions of the workmen including the employees in this reference the present reference is not maintainable. This contention cannot be upheld.

7. The Wage Board was constituted by the Government of India vide their Resolution No. WB-21(4)/64 dated 13th November, 1964:

- (a) to determine the categories of employees (manual, clerical, supervisory etc), who should be brought within the scope of the proposed wage fixation; and
- (b) to workout a wage structure based on the principles of fair wages as set forth in the Report of the Committee on Fair Wages.

It does not appear that the question regarding unclean allowance is before the Wage Board for consideration. It cannot be said that the Wage Board is seized of the question of fixation of unclean allowance.

8. Moreover, the Wage Board is not a statutory body. It only makes recommendations to the Government for consideration. The same have not binding effect on the parties. Hence the present reference for claiming unclean allowance is not bad.

9. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that the question of scales of pay, having regard to the duties and responsibilities of all workmen including those working in the Engineering Railway Section had been gone into by the Classification and Categorisation Committee, headed by Shri F. Jeejeebhoy during the years 1958—61 and that the said Committee had prescribed certain scales of pay for the workmen, having regard to the nature of their duties and responsibilities, that the said Committee never thought it fit to prescribe any additional allowance for the workmen in question and that on account of this, this Tribunal cannot consider their demand for additional allowance i.e. unclean allowance. This contention is mis-conceived.

10. Shri V. S. Pagare, General Secretary of the Bombay Port Trust Railwaymen's Union, Bombay contends that there was no occasion to demand unclean allowance before Jeejeebhoy Committee at all, as there were only 50 huts on the line at that time. What Shri Pagare wants to say is that insanitary conditions on the portion of the Railway line in question in 1961 or thereabout were not as bad as they are now. If that be so, there was no necessity for the employees in 1961 to make a demand for unclean allowance. The question regarding unclean allowance was not before Jeejeebhoy Committee in any form. It cannot be therefore said that this Tribunal cannot consider the employees demand regarding unclean allowance in this reference.

11. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that the Bombay Port Trust authorities were forced to sign a joint application dated 16th March, 1967 to the Government of India for making reference of this dispute to the Tribunal, because the workmen had gone on strike. This contention cannot be upheld.

12. The joint application bearing the signatures of the Bombay Port Trust authorities and the Union was made to the Government of India for making the present reference to the Tribunal. If the Bombay Port Trust authorities were forced to sign the application there was ample time for them to move the Government for not making reference to the Tribunal. In any case, the Bombay Port Trust authorities could have filed a suit for declaration that the reference was invalid and void on the ground of coercion in obtaining their consent for making the same to the Tribunal and for injunction to restrain the Tribunal from proceeding with the same, but this has not been done so far. It can be therefore inferred that there was no coercion in obtaining the consent of the Bombay Port Trust for making the reference to the Tribunal. The letter No. L/GRE-L(u)/806 dated 9th March, 1967 by the Assistant Secretary of the Bombay Port Trust to the General Secretary Bombay Port Trust Railwaymen's Union (*vide* Ex. 2, Annexure to the written statement of the Bombay Port Trust page 22) clearly shows that there was discussion between the Union and the Bombay Port Trust authorities and that thereafter by agreement the dispute regarding Railway staff was agreed to be referred to adjudication. The Union had agreed to call off the strike immediately without any claim for wages for the strike period i.e. from 1st March, 1967 till the resumption of work. It does not appear to me that the Bombay Port Trust signed the joint application made to the Government for making reference of the dispute to the Tribunal for adjudication, on account of coercion. There was no element of coercion in signing the application.

13. The important point for consideration is whether the demand of any or all categories of workers of the Railway Engineering Section for the 'Unclean Allowance' for working on the Bombay Port Trust Lines from Gowari Level Crossing to Raoli Junction (and in any adjacent areas, if such areas are affected) on the ground of insanitary conditions, is justified, having regard to the steps taken by the Port Trust in the matter.

14. My finding on this point is in the negative for the following reasons.

15. It is common ground that the total length of the Bombay Port Trust Railway track, from Wadala to Ballard Pier is 17 Kilometers. Length of the Bombay Port Trust Railway track between Gowari Level Crossing to Raoli junction is 445 meters only.

16. According to Shri V. S. Pagare, General Secretary Bombay Port Trust Railwaymen's Union, Bombay, there are hundreds of unauthorised hutment colonies on both the sides of the Bombay Port Trust Railway Track between Gowari Level Crossing and Raoli junction. These hutment dwellers use this Railway line as latrines and throw dust, 'Kutchra' etc. on it. Insanitary conditions prevail on this portion of the Railway track. The employees, who go to this track for work, have to work in unhealthy and dirty atmosphere. They come in physical contact of human excreta i.e. human soil on this track while working. On account of insanitary and inhuman conditions prevailing on this line, the employees become victims of Tuberculosis and contact skin diseases of serious nature. They feel giddy, vomiting sensation due to bad odour or smell and lose appetite and thirst. As they work on a line where insanitary and inhuman conditions prevail they should be given unclean allowance at the rate of Rs. 35/- per month.

17. Shri R. K. Shetty, Dy. Legal Adviser of the Bombay Port Trust contends that the employees working on the track in question are not entitled to get unclean allowance, as the Bombay Port Trust has taken steps to remove the insanitary conditions, prevailing on this track. There is much force in this contention.

18. It appears that after the employees started complaining about the uncleanliness of the track in question the Bombay Port Trust authorities appointed 4 sweepers and a sweeper Mukadam with effect from 25th April, 1963 to clean the track of 445 meters only. From 23rd February, 1967, the number of sweepers has been increased to 6. These sweepers are to be on duty on the track in question throughout the day right from 7 A.M. They keep the Railway line in question clean by removing night soil refuse, 'kuchra' etc.

19. It is not the duty of Gangmen working on the Railway line to remove human excreta. If the Gangmen while working on this Railway track in question, come across any dirt, they can get it removed by the sweepers, on duty there.

20. In the year 1963-64, the Bombay Port Trust authorities pulled down 200 unauthorised hutments with the help of the police. They also get 3 constables posted on the Railway line to keep watch and to prevent unauthorised hutments coming up in this area and misuse of Gowari-Raoli Railway line. This is another step which the Bombay Port Trust authorities have taken to keep the Railway line clean and to remove insanitary conditions prevailing there.

21. The Bombay Port Trust authorities supply 2 soap bars per week per gang, posted to work on the track in the said area. If the employees get their hands soiled due to dirt on the Railway line in this area, they can get their hands washed with soap supplied to them.

22. The Bombay Port Trust authorities are considering the feasibility of constructing a rubble masonry wall on either side of the Bombay Port Trust Railway tracks on the Gowari-Raoli area to prevent the hutment dwellers from entering the Railway tracks and throwing 'kutchra' debris etc. on the tracks. This step will also help to keep the track clean to some extent.

23. Shri Pagare for the employees contends that even if any number of sweepers is employed, it will not be possible to clean the track and that insanitary and unhealthy conditions would prevail on this line. I am unable to uphold this stand.

24. The length of the Railway track in question is only 445 meters. I do not think that it will not be possible for the sweepers engaged for the whole day to clean the line. As the sweepers would be cleaning the track right from 7 A.M. till evening, insanitary conditions would not continue there. If the present number of sweepers is found insufficient the Union can move the Bombay Port Trust for additional posts.

25. Shri Pagare for the employees contends that the proposed construction of fencing will have no effect to keep the track clean. I do not think that fencing

will not be of any use. The fencing will have some effect in keeping the track clean to some extent. In that case it will not be easy for the hutment dwellers to throw dirt, 'kutchra' etc. on the track.

26. The employees' case that they have to remove human excreta, while working on the line, and that they contract serious diseases like Tuberculosis etc. on account of insanitary conditions prevailing there is not supported by any convincing and reliable evidence on record. The employees have not adduced any evidence to show as to what particular employees became the victims of skin diseases and other serious disease. No employee has come in the witness box to depose that he felt giddy and vomiting sensation and that he lost appetite and thirst, on account of his duty in this area, where insanitary conditions are alleged to be prevailing. No Medical Officer has been examined to show that any of the employees working in this area contracted Tuberculosis or skin disease. More allegation in the written statement is no evidence. In the absence of evidence, the argument based on the allegation made in the written statement cannot be accepted.

27. Shri Pagare contends that the Sweepers working on the Railway track in question are paid unclean allowance, that as the employees in question are not Bhangis by profession, and as they are required to work on a track filled with night soil, they should be given unclean allowance at the rate of Rs. 35/- per month per head.

28. It is true that the gangmen are not Bhangis by profession and that they are required to work on this track where night soil is found. Sweepers have been employed by the Bombay Port Trust for cleaning the track. As it is not the part of the duty of the gangmen to remove night soil, they cannot say that they should also be given unclean allowance for working on the track simply because sweepers who clean this line are given unclean allowance. The sweepers do unclean work. It is not the duty of the Gangmen to do unclean work. There is no justification for them to claim this allowance.

29. In Bombay City there are hutments on both sides of some portions of the Railway Tracks belonging to the Western and the Central Railways. These hutment dwellers do throw dirt, 'Kutchra' etc. on this lines. It is on record that the authorities of both these railways (copies of letters Ex. E3 and E4) do not pay any unclean allowance to the Gangmen posted to maintain these portions of the Railway Tracks.

30. Shri Pagare for the employees contends that the frequency of trains on the Western and the Central Railway Tracks is very much but the frequency of trains on the Tracks of the Bombay Port Trust in question is not much. He contends that there is a gap of 3 to 4 hours between the two trains running on the Bombay Port Trust Railway line, and that on account of this the hutment dwellers get more opportunity to make the Bombay Port Trust Track dirty and that on account of this the Gangmen of the Bombay Port Trust Railway in question should be given unclean allowance. I am unable to accept this contention, because the Bombay Port Trust authorities have taken various steps which I have already mentioned above to remove the insanitary conditions prevailing on the Railway Track in question. As the Gangmen do not do any unclean work, they cannot claim unclean allowance.

31. In short having regard to various steps taken by the Bombay Port Trust authorities for removing the insanitary conditions prevailing on the Railway Track in question and for keeping the same clean, I am of the view that the Gangmen attached to this area for maintenance of the Railway Track are not entitled to claim any unclean allowance.

32. The next point is that if so, to what relief are they entitled and from what date to what date?

33. As the workmen are not entitled to claim unclean allowance, there is no question of giving them any relief from any particular date. This point therefore does not survive.

34. The next point for consideration is whether the workers who have refused to work on the Lines and in the areas referred to in paragraph (a) of the Schedule on the ground of its insanitary conditions should or should not get the wages for the occasions of their refusal.

35. My finding on this point is that they should get their wages for the occasions of their refusal to work.

36. As the hutment dwellers living on both the sides of the Railway track in question used to use this railway track as open latrines and throw dirt, 'kutchnra' etc., insanitary conditions prevailed on this line. The workmen working on this track began to make grievance regarding insanitary conditions prevailing on this Track. In spite of their protest made to the Bombay Port Trust authorities, no steps were taken to improve the insanitary conditions prevailing there. They ultimately refused on several occasions to work on this track on the ground that insanitary and unhealthy conditions were prevailing there. They were willing to work on any other portion of the track.

37. At the request of the Union on behalf of the Employees, the Engineer, Bombay Port Trust inspected the site personally to appreciate their grievances. Though he actually visited the site on 8th February, 1967 he failed to redress their grievance. He regretted his inability to do anything in the matter. The workers, therefore gave a notice of demands on 15th February, 1967 to the Bombay Port Trust authorities. They also decided to proceed on a strike and gave a strike notice under letter No. RMC/30-101 dated 28th February, 1967. As per notice, they struck work with effect from midnight of 28th February, 1967.

38. After the workers proceeded on strike, there was discussion between the Bombay Port Trust authorities and the Union. In that mutual discussion it was agreed to refer the dispute for adjudication to the Tribunal. The Union agreed to call off the strike immediately. The question of reimbursement of wages alleged to have been deducted or proposed to be made for the period prior to the strike which commenced on 1st March, 1967 was referred to the Regional Labour Commissioner (C) Bombay whose recommendations were to be accepted as binding for the time being. The Bombay Port Trust authorities also agreed to give sympathetic and expeditious consideration to the various steps suggested by the Union with a view to minimising or eliminating the causes of insanitary conditions of the Railway Track in question vide its letter No. L/GEE-R(U)/806 dated 9th March, 1967.

39. Before the employees in question went on strike, serious consideration to the demands of the employees to remove the insanitary conditions prevailing in the track in question was not given by the Bombay Port Trust authorities. It is only after they went on strike, the Bombay Port Trust agreed to take positive steps to eliminate the causes of insanitary conditions prevailing on the Railway track in question. In these circumstances, I am of the view that the employees should get wages for the period of their refusal to work during the month of February, 1967 prior to proceeding on strike on 1st March, 1967.

40. The Regional Labour Commissioner (C), Bombay Shri G. B. Chavan to whom the question of reimbursement of wages was referred to has made recommendations as mentioned below:—

"The recoveries made from the workers during the period from 1st to 15th February, 1967 be reimbursed and those proposed to be made for the period from 16th to 28th February, 1967 be deferred for the time being, pending the award of the Industrial Tribunal. This recommendation is purely of a ad-hoc and interim nature and without prejudice to the contentions of the parties."

41. Taking the recommendations into consideration and having regard to the facts and circumstances of the case discussed above, I am of the view that the employees are entitled to get their wages for the occasions of their refusal during the period prior to 1st March, 1967.

42. As regards the wages for the strike period from 1st March, 1967 till the date of resumption of work, the Union has expressly agreed not to claim wages for this period. In view of this agreement it is crystal clear that the workers in question are not entitled to claim wages for the period from 1st March, 1967 till the date of resumption of work.

43. In view of the above findings, I reject the employees demand No. (a), but accept demand No. (b) and pass the following order:—

ORDER

- (1) It is hereby declared that the demand of any or all the categories of workmen of the Railway Engineering Section for an unclean allowance for working on the B.P.T. Lines from Gowari level crossing

to Raoli Junction (and in any adjacent areas, if such areas are affected) on the ground of insanitary conditions is not justified having regard to the steps taken by the Port Trust in the matter and that they are not entitled to any relief.

- (ii) It is hereby declared that the workers who have refused to work on the Lines and in the areas referred to in (i) above on the grounds of its insanitary conditions prior to 1st March, 1967 should get their wages for the occasions of their refusal.
- (iii) Award is made accordingly.
- (iv) No order as to costs.

(Sd.) N. K. VANI, Presiding Officer.
[No. 28/23/67-LR.III.]

New Delhi, the 9th June 1969

S.O. 2395.—The following draft of a scheme further to amend the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 10th July, 1969.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Vizagapatam Dock Workers (Regulation of Employment) Amendment Scheme, 1969.

2. In the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959, in clause 6, in the first proviso, for the words "rupees eight hundred and above" the words "rupees one thousand and above" shall be substituted.

[No. 63/14/69/Fac.II.]

S.O. 2396.—The following draft of a Scheme further to amend the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 10th July, 1969.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Cochin Dock Workers (Regulation of Employment) Amendment Scheme, 1969.

2. In the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, in clause 6, in the first proviso, for the words "rupees eight hundred and above" the words "rupees one thousand and above" shall be substituted.

[No. 63/14/69/Fac.II.]

S.O. 2397.—The following draft of a scheme further to amend the Mormugao Dock Workers (Regulation of Employment) Scheme, 1955, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 10th July, 1969.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Mormugao Dock Workers (Regulation of Employment) Amendment Scheme, 1969.

2. In the Mormugao Dock Workers (Regulation of Employment) Scheme, 1965, in clause 6, in the first proviso, for the words "rupees eight hundred and above" the words "rupees one thousand and above" shall be substituted.

[No. 63/14/69/Fac. II.]

S.O. 2398.—The following draft of a scheme further to amend the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 10th July, 1969.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Calcutta Dock Workers (Regulation of Employment) Amendment Scheme, 1969.

2. In the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956, in clause 6, in the first proviso, for the words "rupees eight hundred and above", the words "rupees one thousand and above" shall be substituted.

[No. 63/14/69/Fac. II.]

S.O. 2399.—The following draft of a scheme further to amend the Kandla Dock Workers (Regulation of Employment) Scheme, 1969, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 10th July, 1969.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Kandla Dock Workers (Regulation of Employment) Amendment Scheme, 1969.

2. In the Kandla Dock Workers (Regulation of Employment) Scheme, 1969, in clause 6, in the first proviso, for the words "rupees eight hundred and above" the words "rupees one thousand and above" shall be substituted.

[No. 63/14/69-Fac. II.]

New Delhi, the 10th June 1969

S.O. 2400.—The following draft of a scheme further to amend the Bombay Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 10th July, 1969.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Bombay Dock Workers (Regulation of Employment) Amendment Scheme, 1969.

2. In the Bombay Dock Workers (Regulation of Employment) Scheme, 1956, in clause 6, in the first proviso, for the words "rupees eight hundred and above" the words "rupees one thousand and above" shall be substituted.

[No. 63/14/69/Fac. II.]

S.O. 2401.—The following draft of a scheme to amend the Madras Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 10th July, 1969.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Madras Dock Workers (Regulation of Employment) Amendment Scheme, 1969.

2. In the Madras Dock Workers (Regulation of Employment) Scheme, 1956, in clause 6, in the first proviso, for the words "rupees eight hundred and above" the words "rupees one thousand and above" shall be substituted.

[No. 63/14/69/Fac.II.]

New Delhi, the 11th June 1969

S.O. 2402.—The following draft of a scheme further to amend the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 15th July, 1969.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Calcutta Dock Workers (Regulation of Employment) Amendment Scheme, 1969.

2. In clause 7 of the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956 (hereinafter referred to as the said Scheme), in item (k) of sub-clause (1), the words "in the reserve pool" shall be omitted.

3. In Clause 19 of the said Scheme,—

(i) in sub-clause (5), for the words "Provident Fund or", the word "and" shall be substituted;

(ii) in sub-clause (6),—

(a) after the words "all benefits", the words "other than Provident Fund" shall be inserted;

(b) the words "Provident Fund or Gratuity" shall be omitted.

4. In Sub-clause (5) of clause 38 of the said Scheme, after item (ii) the following item shall be inserted, namely:—

"(iii) A registered employer shall pay to the Board the monthly Provident Fund subscriptions recovered from the wages of the workers and the contribution by the Registered Employers thereon, repayment of Provident Fund loan and interest on Provident Fund loan within 15 days from the date of each recovery. The cost of maintaining the Provident Fund accounts of the monthly workers shall be defrayed by payments to the Board made by the Registered Employers in the manner and on the basis as might be fixed by the Board from time to time".

5. In Clause 52 of the said Scheme, in sub-clause (6), after the words, brackets and figures "under sub-clauses (1)", the words, brackets and figures "or under Clause 38(5)(iii)" shall be inserted.

6. In sub-clause (1) of clause 53 of the said Scheme,—

(i) for the words "in respect of the workers in the reserve pool and the registered employers in respect of their monthly workers", the words "in respect of the registered workers" shall be substituted;

(ii) the proviso shall be omitted.

[No. 53/17/67/Fac.II.]

C. RAMDAS, Under Secy.

(Department of Labour and Employment)

New Delhi, the 10th June 1969

S.O. 2403.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Tarmi Colliery Company, Post Office Turiyo, District Hazaribagh and their workmen, which was received by the Central Government on the 4th June, 1969.

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD.

REFERENCE No. 12 OF 1968.

PRESENT:

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES:

Employers in relation to the Tarmi Colliery,

AND

Their workmen.

APPEARANCES:

For workmen—Shri H. N. Singh, Vice-President, Koyala Mazdoor Panchayat.

For employers.—Shri S. S. Mukherjee and P. K. Bose, Advocates.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, Dated the 26th of May, 1969.

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Tarmi Colliery Company, Post Office Turiyo, District Hazaribagh and their workmen, by its order No. 2/3/65-LRII dated the 1st May, 1965 referred under section 10(1)(d) of the Industrial Disputes Act, 1947 to the Central Government Industrial Tribunal, Dhanbad for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:—

SCHEDULE

"(1) Whether the termination with effect from the 6th May, 1964 of the services of the following 28 workmen by the management of the Tarmi Colliery Company was justified? If not, to what relief are the workmen entitled?

1. Sukhram Bilaspuri.
2. Sukhram Bilaspuri.
3. Radheshyam Bilaspuri.
4. Duleshwari Kamin.
5. Suritram Bilaspuri.
6. Udayanath Munda.
7. Sudhu Munda.
8. Bhagatram Bilaspuri.
9. Bodhnath Munda.
10. Sowna Munda.
11. Shanti Kamin.
12. Butui Kamin.
13. Jagni Kamin.
14. Tulsi Urawn.
15. Soma Urawn.
16. Phagni Kamin.
17. Mahangu Urwan.

18. Mahabir Bhunya.
19. Ramsahi Bhunya.
20. Lalla Kamin.
21. Fulmani Kamin.
22. Barban Turi.
23. Pachia Kamin.
24. Mahabir Turi.
25. Bilsi Kamin.
26. Ketl Turi.
27. Sugia Kamin.
28. Janki Mahto.

- (2) Whether the action of the management of the Tarmi Colliery Company in employing about 35 fresh hands with effect from the 28th September, 1964, without offering those jobs to the old workmen (whose services were terminated with effect from the 23rd March, 1964 and the 6th May 1964), was justified? If not, to what relief are the said workmen entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 72 of 1965 on its file. While it was pending there the dispute was transferred by the Central Government, by its order No. 8/25/67-LRII, dated the 8th of May, 1967, to the Central Government Industrial Tribunal No. 2, Dhanbad where it was registered as reference No. 36 of 1967. The Central Government by its subsequent order No. 8/71/68-LRII, dated the 13th of August, 1968, transferred the dispute to this Tribunal and here it has been renumbered as reference No. 12 of 1968.

3. The employers filed the written statement on 29th June, 1965. Their case is that, there being no industrial dispute as defined under the Act, the present reference is not legally maintainable inasmuch as no demand was made to the employers regarding item No. 1 of the Schedule of the reference nor any conciliation proceeding was started in this regard and as such this portion of the reference is invalid and incompetent in law.

4. It was also alleged that the employers had no knowledge if the concerned workmen were members of the Koyala Mazdoor Panchayat at the relevant time.

5. The case of the management in respect to item No. 1 of the reference is that on bonafide and justifiable ground on or about 23rd March, 1964 the employers had terminated the services of 174 workmen. The 28 concerned workmen whose services were retained, made a common cause with the above workmen whose services were terminated and refused to report for duties from 23rd March, 1964 and started remaining absent without any permission or authorised leave. Repeated notices were issued by the employers asking the above 28 concerned workmen to report for duties. But the concerned 28 workmen continued in their unauthorised absence inspite of notices dated 24th March, 1964, 6th April, 1964 and 14th April, 1964. The management also informed to the Regional Labour Commissioner by letter dated 26th March, 1964 and 15th April, 1964. The management waited for about 1½ months for the above 28 workmen to report for duties, but as they continued to remain absent without any permission or authorised leave, the employers had no other alternative but to dismiss them by letter dated 6th May, 1964, intimation of which was given to the Regional Labour Commissioner (C) Dhanbad by letter dated 7th May, 1964. Therefore, according to the management the dismissal of 28 concerned workmen under the above circumstances was justified and they are not entitled to any relief.

6. In respect to item No. 2 of the reference the case of the management is that after the dismissal of the aforesaid 28 concerned workmen notice, dated 22nd May, 1964 were issued to all the temporary workmen whose services were terminated on 23rd March, 1964 offering them opportunities for re-employment. Since none of the 174 workmen whose services were terminated on 23rd March, 1964, offered for re-employment in pursuance of the notice, dated 22nd May, 1964, the employers are not legally bound to offer them employment again. After the dismissal of the 28 workmen on 6th May, 1964, they are not legally entitled to any offer of re-employment. According to the management their action was justified and bonafide.

7. The Vice-President, Koyala Mazdoor Panchayat filed the written statement on behalf of the workmen on 2nd July, 1965. Their case is that there were 202 workers working at this colliery and the management terminated the services of the 174 workers with effect from 23rd March, 1964. The management also terminated the services of the 28 concerned workmen with effect from 6th May, 1964 on the alleged ground that these workmen did not return for work. According to the union the management while dismissing the concerned 28 workmen never served any notice nor the workmen were allowed any opportunity to reply to the allegations. According to the Union the management had illegally and arbitrarily terminated the services of the concerned 28 workmen with effect from 6th May, 1964 and that when the opportunity arose for the employment of 30 workmen on 22nd May, 1964, the management refused to keep these workers in work in violation of section 25H of the Industrial Disputes Act, 1947. The Union therefore, prayed for reinstatement of 28 concerned workmen with effect from 6th May, 1964 with full back wages.

8. MW-1, Sri Madanlal Basawatla, the proprietor of the Tarmi colliery was examined on behalf of the management and 16 items of documents were exhibited on behalf of the management and they are marked as Ext. M-1 to M-16. On behalf of the Union 4 witnesses were examined WW-1 to WW-4 and 15 items of documents were exhibited and were marked as Ext. W-1 to W-15.

9. The main point for consideration in this reference is whether the termination of the services of the 28 concerned workmen with effect from the 6th of May, 1964 was justified?

10. A preliminary point was raised on behalf of the management that no dispute at all was raised by the employees with the management regarding item No. 1 of the Schedule of the reference nor any conciliation proceedings was started, in this regard and as such this portion of reference is invalid and incompetent in law. According to the management there was no industrial dispute in relation to item No. 1 of the Schedule of the reference and in this connection they relied on the case law reported in A.I.R. 1968 Supreme Court, page 529, Sindhu Resettlement Corporation Ltd. Appellant v. Industrial Tribunal of Gujarat and others.

11. Item No. 1 of the reference is in respect of the justification of termination of services of the concerned 28 workmen. According to the management since no dispute was raised by the employees with the management in respect to the justification of termination of services of the 28 concerned workmen, it was not an industrial dispute and the reference in respect to item No. 1 of the reference is incompetent.

12. According to the management a vacancy of 30 workmen occurred on the 30th of May, 1964, and the question arose regarding the re-employment of the old hands whose services were terminated by the management. WW-2 Bodhnath Munda, WW-3 Sudhu Munda and WW-4 Udayanath Munda have stated in their evidence that after they were stopped from work they went to the management several times requesting them to resume their work but they were denied and were not allowed to join duty.

13. The Secretary, Koyala Mazdoor Panchayat, in his letter dated the 10th of December, 1964 to the conciliation officer, Hazaribagh complained that the management had restarted the Tarmi colliery from the month of September 1964 and were employing new hands whereas the old workers are still sitting idle. According to the Union the reason for refusing employment to their workmen was that the old workers were demanding wages as per Coal Award. The management have systematically ousted the old workers and employed new hands in their place in order to avoid payment of proper wages as per Coal Award.

14. The stand of the management in respect of the 28 concerned workmen was that they were given repeated notices to resume work but they did not care to turn up. Since these 28 concerned workmen did not turn up for resuming their duties the management was compelled to dismiss them. Therefore, the management was under no legal obligation to offer any employment to the concerned 28 workmen because they were offered opportunities for re-employment earlier but they declined to accept the offer of re-employment.

15. The management refused to employ the concerned 28 workmen because their services were rightly terminated with effect from the 6th of May, 1964. According to the Union there was no justification for the termination of their

services. Therefore, the question of their re-employment depended on the justification of their termination of services with effect from 6th of May, 1964.

16. The dispute was raised by the employees with the management regarding employment of these 28 concerned workmen which depended on the fact of justification of their termination of services with effect from 6th of May, 1964. Both the questions of their re-employment and the justification of termination of services of the 28 concerned workmen were raised by the employees in the conciliation proceeding. The dispute was raised by the employees in respect to item No. 1 of the Schedule and it was also the subject matter of conciliation proceedings. The case law reported in A.I.R. 1968 Supreme Court page 529 has got no application to the facts of the instant case. I therefore, hold that it is valid reference and as such legally maintainable.

17. We have next to consider whether the termination of services of the concerned 28 workmen with effect from 6th May, 1964 by the management was justified?

18. The management's case is that these 28 concerned workmen were absenting from their work from 23rd March, 1964 and have thus struck work making a common cause with other temporary workers whose services were lawfully and validly terminated. The management had written a letter dated 26th of March, 1964 to this effect to the Regional Labour Commissioner, Dhanbad (Vide Ext. M-9). Therefore, according to the management these concerned 28 workmen had struck work from 23rd March, 1964 making common cause with the temporary workers. According to the union the management had illegally stopped work of the entire 202 workers including these 28 workmen. According to the Union the management had stopped these 28 concerned workmen from work along with other temporary workers from 23rd March, 1964 and in this connection they had written a letter to the Conciliation Officer, Hazaribagh on 4th April, 1964 and in that letter they had given the specific names of all the 202 workmen including these 28 concerned workmen (vide Ext. W-11). On receipt of the letter dated 26th of March, 1965 (Ext. M-8) the Regional Labour Commissioner addressed a letter to the Secretary, Koyala Mazdoor Panchayat requesting him that the workers should be advised to resume works immediately and the management was advised not to resort retrenchment and to provide work to all the workers (vide Ext. M-7).

19. Therefore, the management's case was that these concerned 28 workmen had struck work on 23rd March, 1964 which was illegal. When the concerned 28 workmen struck work the management issued notice dated 24th March, 1964 to the concerned workmen intimating that they are voluntarily absenting themselves from 23rd March, 1964 which is illegal for which they are solely responsible for consequences (vide Ext. M-5). The case of the management is that when the concerned 28 workmen remained absent from their duties inspite of notice dated 24th March, 1964 (Ext. M-5) they were further requested by another notice dated 6th April, 1964 (Ext. M-6) to report for duty and they were told that if they continued to remain absent they shall be liable for the consequences. According to the Union the concerned 28 workmen went to the Manager, Tarmi Colliery for duty but the Manager refused to employ them. The Manager has not been examined on behalf of the management to deny this fact. Whereas WW-2 Bodhnath Munda, WW-3 Sudhu Munda and WW-4 Udayanath Munda have stated that they reported for duty but were not allowed to join their duties by the management. The relevant question in such case is whether there was want of bonafides on the point of the management. The requirement of bonafides is essential and that is lacking in this case.

20. The further case of the management is that when these 28 concerned workmen failed to return on duty inspite of the notices dated 24th March, 1964 and 6th April, 1964, the management issued a fresh notice on 14th April, 1964. In that notice the concerned 28 workmen were told that if they failed to report for duty by 17th April, 1964 it will be assumed that they are not interested in the job and that the management will be free to take suitable action in the matter (Vide Ext. M-11). Ext. M-11 has been proved by MW-1 Sri Madanlal Basawatia. According to him these 28 concerned workmen were in the colliery on 14th April, 1964 and that they refused to accept the notice Ext. M-11 hand to hand and therefore, the copies of the notice Ext. M-11 was also said to have been sent individually to the concerned 28 workmen by registered post. But all the notices that were sent to them were returned undelivered.

21. The case of the management is that all these 28 concerned workmen struck work from 23rd March, 1964. In the written statement of this case the management has stated that the concerned 28 workmen making a common cause with the other 174 workmen, refused to report for duty and absented without any permission or authorised leave from 23rd March, 1964. Therefore, according to the management the 28 concerned workmen were guilty of misconduct under clause 18(n)(p) of Model Standing Order. Therefore, according to the Standing Order the services of these 28 concerned workmen could be dispensed with only after a proper and fair domestic enquiry. The services of these 28 concerned workmen could not be dispensed with by mere notices. The proper course is to take decision after a properly held domestic enquiry. The management could have taken disciplinary action against the concerned workmen and in case of proved misconduct they could have dismissed them. But the management had not served any charge-sheet on these concerned 28 workmen. The management has only referred to various notices Ext. M-5, M-6 and M-11 indicating that if the workmen did not return to work by a certain date, the management will take proper action. These notices can not be the substitute of charge sheet. Therefore, I find that the termination of services of these 28 concerned workmen was not bonafide. The management was not justified in terminating the services of these concerned workmen.

22. The union has also filed some letters showing that the management was indulging in unfair labour practice and the union was agitating against the same and making representation with officials of the Labour Department. Ext. W-6 is the letter dated 10th January, 1964 written by the Secretary, Koyala Mazdoor Panchayat to the Regional Labour Commissioner, Dhanbad regarding irregularities of attendance and less payment to labourers in this colliery. Ext. W-7 is another letter addressed by the Secretary, Koyala Mazdoor Panchayat to the Junior Labour Inspector dated 19th March, 1964 regarding violation of award in the colliery. Ext. W-8 is another letter dated 23rd March, 1964 addressed by the Secretary, Koyala Mazdoor Panchayat to the conciliation officer regarding grievances of the workers of the Tarmi Colliery. Ext. W-9 shows that there was a 107 Cr. P. C. proceeding between the manager, Tarmi Colliery and the Secretary, Koyala Mazdoor Panchayat. These papers show that the management did not like this union. Ext. W-5 is the membership register showing that the concerned 28 workmen are the members of the Koyala Mazdoor Panchayat. It was argued before me that the management was displeased with these 28 concerned workmen who were the members of the Koyala Mazdoor Panchayat and had stopped them from work by way of victimisation. It is now well recognised that an employee should be protected against vindictive or capricious action on the part of the management which may affect the security of the services. The termination of service in colourable exercise of the power or as a result of victimisation or unfair labour practice should be prevented so that the security of the service may not depend on the caprice or arbitrary will of the employer. I therefore, hold that the termination with effect from the 6th of May, 1964 of the concerned 28 workmen by the management of Tarmi Colliery was unjustified.

23. Item No. 2 of the reference consists of two parts. The first part deal with offering of jobs to the old workmen whose services were terminated with effect from 23rd of March, 1964. This part of the reference was also the subject matter in the reference No. 102 of 1967 of Jabalpur Tribunal and it has been disposed of on the 17th of July, 1968 (vide Ext. M-4). According to para 4 of the settlement in that case it was agreed that issue No. 2 of reference No. 72 of 1965 (present reference) then pending before the Central Government Industrial Tribunal-Cum-Labour Court No. 2 at Dhanbad shall also be dropped in terms of this settlement so far as it relates to 174 workmen whose services were terminated on 23rd March, 1964.

24. The second part of item No. 2 of the reference is in connection with the employment of these 28 concerned workmen whose services were terminated on the 6th of May, 1964 when occasion arose on the 28th September, 1964 for employing 35 fresh hands. I have held above that the services of these 28 concerned workmen were wrongly terminated on the 6th of May, 1964. It is no body's case that these 28 concerned workmen were retrenched by the management and therefore, section 25 H of the Industrial Disputes Act, 1947 has got no application to the facts of this case. But if the employer had occasion to employ fresh hands, the workmen whose services were wrongly terminated should be given opportunities to join service. There are certain basic principles that underlie the Industrial Disputes Act, 1947 viz. that

an industrial worker must be placed in such a position that the security of his service may not depend upon the caprice or arbitrary will of the employer, that industrial peace should be maintained and that industry should be efficiently managed. Therefore, the action of the management in employing above 35 fresh hands with effect from the 28th September, 1964 without offering those jobs to the old 28 workmen whose services were terminated with effect from the 6th May, 1964 was not justified. The concerned 28 workmen are therefore, entitled to be reinstated with full back wages from the 6th of May, 1964 upto the date of reinstatement along with continuity of service.

25. This is my award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,
Presiding Officer.
[No. 2/3/65-LRII.]

ORDER

New Delhi, the 9th June 1969

S.O. 2404.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Miragpur Manganese Mines, owned by R. S. Seth Gopikishan Agarwal through his Mining Contractors Messrs. Rajaramka Brothers (Private) Limited, Tumsar, Post Office Tehsil and District Bhandara and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

Whether the demand of the workmen employed in Miragpur Manganese Mines owned by R. S. Seth Gopikishan Agarwal through his mining contractors Messrs Rajaramka Brothers (Private) Limited for revision of the wage structure is justified? If so, what should be the wage structure?

[No. 35/17/67-LRI.]

CORRIGENDUM

New Delhi, the 10th June 1969

S.O. 2405.—In the Notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1875, published in Part II, Section 3 Sub-section (ii) of the Gazette of India, dated the 17th May, 1969, please insert:—

1. "English" in place of "Hindi" in line No. 32 of para. No. 11 on page 1920 of the Gazette.
2. "66" in place of "63" in line No. 8 of para. No. 7 on page 1919 of the Gazette.

[No. 6/122/68-LRII.]
P. C. MISRA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 11th June 1969

S.O. 2406.—In exercise of the powers conferred by section 8 of the Coal Mines Labour Welfare Fund Act, 1947 (32 of 1947), read with sub-clause (vii) of clause (a) of sub-rule (1) of rule 3 of the Coal Mines Labour Welfare Fund Rules, 1949,

The Central Government hereby appoints Mr. R. H. Wright as a member of the Advisory Committee, vice Shri B. P. Agarwalla, and makes the following amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1118, dated 21st March, 1968, namely:—

In the said notification, for the entry relating to serial No. 7, the following entry shall be substituted, namely:—

“Mr. R. H. Wright”.

[No. 3/3/69-M.II.]

S.O. 2407.—In exercise of the powers conferred by section 4 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), read with rule 3 of the Iron Ore Mines Labour Welfare Cess Rules, 1963, and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation No. S.O. 191, dated the 4th January, 1968, the Central Government hereby reconstitutes the Advisory Committee for the State of Bihar with the following as members, namely:—

Chairman

1. Labour Minister, Bihar.

Vice-Chairman

2. Secretary to the Government of Bihar, Department of Labour and Employment, Patna.

Member of the Legislative Assembly

3. Shri Shibu Ranjan Khan, Member Legislative Assembly, Bihar, Patna.
Representatives of the Iron Ore Mine Owners of Bihar.
4. General Manager, Kiriburu Iron Ore Project, National Mineral Development Corporation, Limited, P.O. Kiriburu Distt. Singhbhum.
5. Shri P. T. K. Panicker, Chief Personnel and Welfare Manager, Raw Materials Division, Tata Iron and Steel Company Ltd., Jamshedpur.
Representatives of the Iron Ore Mine Workers of Bihar.
6. Shri Gopeshwar, Vice-President, Gua Mine Workers Union, Bari Manzil, P.O. Burnpur (Distt. Burdwan).
7. Shri P. K. Banerjee, General Secretary, Noamundi Mazdoor Union, P.O. Noamundi (Distt. Singhbhum).

Woman representative

8. Shrimati Madhu Jyotsna Akhauri, C/o Dr. M. K. Akhauri, Model Pharmacy, Bistupur, P.O. Jamshedpur, Singhbhum.

Secretary

9. Welfare Administrator, Iron Ore Mines Labour Welfare Fund Organisation, Bihar.
2. The Headquarters of the Advisory Committee shall be at Patna.

[No. 10/11/68-M.III.]

C. R. NAIR, Under Secy.

(श्रम और नियोजन विभाग)

नई दिल्ली, 11 जून, 1969

का० आ० 2408.—चौह ग्रयस्क खान श्रमिक कल्याण उपकर नियम, 1961 के नियम 3 के साथ पठित लौह ग्रयस्क खान श्रमिक कल्याण उपकर अधिनियम, 1961 (1961 का 58) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, नियोजन और पुनर्वास मंत्रालय की अधिसूचना सं० का० आ० 191 तारीख 4 जनवरी, 1968 को प्रतिष्ठित करते हुए केन्द्रीय सरकार,

बिहार राज्य के लिए एक सलाहकार समिति एतद्द्वारा गठित करती है जिसके निम्नलिखित सदस्य होंगे, अर्थात् :—

- | | | |
|---|---|--|
| 1 | श्रम मंत्री बिहार | अध्यक्ष |
| 2 | सचिव,
बिहार सरकार,
श्रम और नियोजन विभाग,
पटना | उपाध्यक्ष

विधान सभा सदस्य |
| 3 | श्री शिवरंजन झा,
सदस्य विधान सभा,
बिहार, पटना। | |
| 4 | जनरल मैनेजर,
किरिबुरु लौह अयस्क परियोजना
राष्ट्रीय खनिज विकास निगम, लिमिटेड, डाकखाना
किरिबुरु जिला, सिधभूम | बिहार के लौह अयस्क खान मालिकों
के प्रतिनिधि |
| 5 | श्री पी० टी० के० पनिकर,
मुख्य कार्मिक और कल्याण प्रबन्धक, कच्ची सामग्री अनुभाग
टाटा आयरन एंड स्टील कंपनी लिमिटेड, जमशेदपुर। | बिहार के लौह अयस्क खान मालिकों
के प्रतिनिधि |
| 6 | श्री गोपेश्वर,
उपाध्यक्ष, गंगा खान श्रमिक, संघ बड़ी मंजिल, डाकखाना
बर्नेपुर, (जिला दृढमान) | } बिहार के लौह अयस्क खान
श्रमिकों के प्रतिनिधि। |
| 7 | श्री पी० के० बनर्जी,
प्रधान सचिव,
नौवामंडी मजदूर संघ,
डाकखाना नौवामंडी (जिला सिधभूम) | |
| 8 | श्रीमती मधु ज्योत्सना अखोरी,
मार्फत डा० एम० के० अखोरी,
मोडल फार्मसी, बिस्टुपुर,
डाकखाना जमशेदपुर,
सिधभूम। | महिला प्रतिनिधि |
| 9 | कल्याण प्रशासक,
लौह अयस्क खान श्रम कल्याण निधि
संगठन, बिहार। | सचिव। |

2 सलाहकार समिति का प्रधान-कार्यालय पटना होगा।

[सं० 10/11/68-एम-3.]

सी० आर० नाथर, अवर सचिव।

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 5th June 1969

S.O. 2409.—In exercise of the powers conferred by Sub-section (I) of Section 13 of the Evacuee Interest (Separation) Act, 1951 (LXIV of 1951), the Central Government hereby appoints Shri Sudarshan Aggarwal, Settlement Commissioner as Appellate Officer for the Union Territories of Delhi and Himachal Pradesh with immediate effect.

[No. 9/1/(5) Adm.I/69.]

New Delhi, the 11th June 1969

S.O. 2410.—In exercise of the powers conferred by Sub-Section (I) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (No. 44 of 1954), the Central Government hereby appoints Shri O. P. Bhalla as Assistant Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act with effect from the date he took over charge of his post.

[No. 8(5) Adm.II/69.]

A. G. VASWANI,

Settlement Commissioner (A) &
Ex-Officio Secy.

MINISTRY OF FOREIGN TRADE AND SUPPLY

(Department of Foreign Trade)

New Delhi, the 24th May 1969

S.O. 2411.—In exercise of the powers conferred by sub-section (2) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby directs that the provisions of the said Act shall apply to the Provident Fund established for the benefit of the employees of the following public institutions constituted under the Export (Quality Control and Inspection) Act, 1963, namely:—

- (a) The Export Inspection Council;
- (b) The Export Inspection Agency, Bombay;
- (c) The Export Inspection Agency, Delhi;
- (d) The Export Inspection Agency, Calcutta;
- (e) The Export Inspection Agency, Madras;
- (f) The Export Inspection Agency, Cochin.

[No. F.30(34)/66-Exp. Insp.]

S.O. 2412.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby directs that the following public institutions shall be added to the Schedule to the said Act, namely:—

- (a) The Export Inspection Council;
- (b) The Export Inspection Agency, Bombay;
- (c) The Export Inspection Agency, Delhi;
- (d) The Export Inspection Agency, Calcutta;

(e) The Export Inspection Agency, Madras;

(f) The Export Inspection Agency, Cochin.

[No. F. 30(34)/66-Exp. Insp.]

S.O. 2413.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules, namely:—

1. Short title and commencement.—(1) These rules may be called the Export Inspection Council Contributory Provident Fund Rules, 1969.

(2) They shall be deemed to have come into force from the 10th March, 1965.

2. Definitions.—In these rules unless the context otherwise requires,

(1) "Chairman" means the Chairman of the Export Inspection Council.

(2) "Council" means the Export Inspection Council.

(3) "Director" means—

(i) the Director of Inspection and Quality Control.

(ii) in the absence of the Director from duty, the Head of Office.

(4) "emoluments" means pay, leave salary or subsistence grant, as defined in the Fundamental Rules and includes—

(i) any wages paid by the Council to employees not remunerated by fixed monthly pay,

(ii) any remuneration of the nature of pay received in respect of foreign service,

(iii) if a subscriber is on deputation, the emoluments which he would have drawn had he not been on deputation.

(5) "employees" means officers, office staff, technical staff and other staff of the Council other than those whose salary is paid from contingencies.

(6) "family" means—

(i) in the case of a male subscriber, the wife or wives and children of a subscriber and the widow or widows and children of a deceased son of the subscriber;

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall thenceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently indicates by express notification in writing to the Head of Office that she shall continue to be so regarded.

(ii) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber;

Provided that if a subscriber by notification in writing to the Head of Office expresses her desire to exclude her husband from her family, the husband shall thenceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate unless the subscriber subsequently cancels formally in writing her notification excluding him.

NOTE I.—'Children' means legitimate children.

NOTE II.—An adopted child shall be considered to be a child when the Head of Office, or if any doubt arises in the mind of the Head of Office the Council, is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child.

(7) 'Fund' means the Export Inspection Council Contributory Provident Fund.

(8) 'Head of Office' means an officer who has been declared as such by the Council.

(9) 'Leave' means any variety of leave recognised by the Council Rules.

(10) 'sanctioning authority' means unless otherwise provided in these rules, the Director of the Council or any other officers of the Council duly authorised by the Director.

(11) 'subscriber' means a member of the Fund.

(12) 'year' means a financial year.

(13) Any other expression used in these rules which is defined either in the Provident Funds Act, 1925 (19 of 1925) or in the Fundamental Rules is used in the sense therein defined.

3. Constitution and Management of the Fund.—The Fund shall be administered by the Council and shall be maintained in India in rupees.

4. Extent of Application.—(1) These rules shall apply to every employee of the Council who is required by these rules to subscribe to the Fund.

(2) Subject to the provisions of sub-rule (1) subscription to the Fund shall be compulsory on all Council employees who are likely to remain in service for more than a year:

Provided that a temporary employee who is not likely to remain in service for more than a year may be permitted by the Director to subscribe to the Fund on the understanding;

(i) that the Council's contribution and interest thereon will be provisional in the first instance and in the event of the employee's services being terminated otherwise than by reason of superannuation or a declaration by competent medical authority that he is unfit for further service within three years of the commencement thereof, will be completely withheld, and

(ii) that, subject to the above modification, he shall be bound by these rules.

(3) If an employee of Council admitted to the benefit of the Fund was previously a subscriber to Contributory Provident Fund or General Provident Fund maintained by a Government, semi-Government Body Corporate owned or controlled by Government or an Autonomous Organisation registered under the Societies Registration Act, 1860, the amount standing to his credit that Contributory Provident Fund or General Provident Fund together with interest thereon be transferred to his credit in the Fund with the sanction of the Director.

5. Nominations—(1) A subscriber shall, as soon as may be after joining the Fund, send to the Head of Office a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death before that amount has become payable, or having become payable, has not been paid:

Provided that if at the time of making the nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family.

(2) If a subscriber nominated more than one person under sub-rule (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be in such one of the forms set forth in the First Schedule as is appropriate in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Head of Office:

Provided that subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this rule.

(5) A subscriber may provide in a nomination:

- (a) in respect of any specified nominee that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person as may be specified in the nomination;
- (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein:

Provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.

(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-rule (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-rule (5) or the proviso thereto, the subscriber shall send to the Head of Office a notice in writing cancelling the nomination made in accordance with the provisions of this rule.

(7) Every nomination made, and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Head of Office.

6. Subscribers Accounts.—An account shall be opened in the name of each subscriber, which shall show:

Credits

- (i) the subscriber's subscriptions;
- (ii) contributions made under rule 10 by the Council to this account;
- (iii) interest, as provided by rule 11, on subscription;
- (iv) interest, as provided by rule 11, on contributions;
- (v) recovery of Advances and refund of withdrawals;
- (vi) miscellaneous adjustments.

Debits

- (i) Advances and withdrawals.
- (ii) Payment when he has ceased to be a member of the Fund.
- (iii) Miscellaneous adjustments.

Conditions and Rates of Subscriptions

7. Conditions of subscriptions.—(1) Every subscriber shall subscribe monthly to the Fund when on duty or foreign service or on deputation but not during a period of suspension:

Provided that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum or in instalments, any sum not exceeding the maximum amount of arrears of subscriptions permissible for that period.

(2) A subscriber who has under rule 29 withdrawn the amount of subscription and interest thereon shall not subscribe to the Fund after such withdrawal unless he returns to duty.

8. **Rates of subscription.**—(1) The amount of subscription payable for any month shall be not less than one-twelfth of the subscriber's emoluments for that month.

(2) It shall be expressed in whole rupees (fifty paise counting as the next higher rupee).

(3) The subscriber shall intimate the fixation of the amount of his monthly subscription in each year to the Head of office by the 15th March of the preceding year.

(4) The amount of subscription fixed under sub-rule (3) may be enhanced or reduced once at any time during the course of a year;

Provided that when the amount of subscription is so reduced it shall not be less than the minimum prescribed in sub-rule (1).

(5) When a subscriber is transferred to foreign service or sent on deputation out of India he shall remain subject to the rules of the Fund in the same manner as if he were not so transferred or sent on deputation.

9. **Realisation of Subscriptions.**—When emoluments are drawn from the Council Fund recovery of subscriptions on account of these emoluments and of the principal and interest of advance shall be made from the emoluments themselves. When emoluments are drawn from any source the subscriber shall forward his dues monthly to the Head of office by deduction in his pay bill so as to reach him before the 5th of each month immediately following the month for which the subscription is due.

10. **Contribution by Council.**—(1) At the end of each half-year, that is on the 31st March, and 30th September, a contribution equal to one-twelfth of the subscriber's monthly emoluments for that period will be made from the Council fund to the account of each subscriber.

Provided that—

- (i) If a subscriber quits the service otherwise than on resignation or dismissal or dies during a half-year, contribution shall be credited to his account for the period between the close of the preceding half-year and the date of the casualty;
- (ii) If a subscriber quits the service on resignation or dismissal, no contribution shall be credited to his account in respect of the subscription for the half-year in which the casualty occurs, but the contributions in respect of any arrears of subscription paid during the half-year which the subscriber has been permitted under any of these rules to pay and which relate to a previous complete half-year or half-years shall be credited to his account; and
- (iii) Unless otherwise ordered in any particular case by the Chairman, no contribution shall be payable from the Council fund in respect of a period of foreign service but that portion of the contribution received from the foreign employer, or the subscriber, as the case may be which is equivalent to contributions creditable under this rule shall be credited to the subscriber's account on the date on which it is received, or the due date, whichever is later.

NOTE.—Retirement on ground other than those of permanent physical or mental incapacity or attainment of age limit, excepting voluntary retirement with the concurrence of the administration, shall be regarded as resignation for purposes of this rule.

11. Interest.—(1) The Council shall pay to the credit of the account of a subscriber interest, at such rate as the Government of India may from time to time prescribe for the payment of interest on subscriptions to the General Provident Fund maintained for Government servants, on the amount at his credit in the Fund.

(2) Interest shall be credited with effect from the 31st March of each year in the following manner:

- (i) on the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year—interest for twelve months;
- (ii) on sums withdrawn during the current year otherwise than under rule 29—interest from the 1st April of the current year up to the last day of the month preceding the month of withdrawal;
- (iii) on sums withdrawn during the current year under rule 29—interest from the 1st April of the current year up to the date of tender of payment;
- (iv) on all sums credited to the subscriber's account after the 31st March of the preceding year interest from the date of deposit up to the 31st March of the current year;
- (v) the total amount of interest shall be rounded to the nearest whole rupees, fifty paise counting as the next higher rupee;

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-rule in respect only of the period from the beginning of the current year or from the date of deposit as the case may be, upto the date on which the amount standing at the credit of the subscriber became payable.

(3) For the purpose of this rule, "the date of deposit" shall, in the case of recoveries from emoluments, be deemed to be the first day of the month in which they are recovered; and in the case of amounts forwarded by the subscriber, shall be deemed to be the first day of the month of receipt if they are received by the head of office before the fifth day of that month, or, if they are received on or after the fifth day of that month, the first day of the next succeeding month.

(4) In addition to any amount to be paid under rule 34, interest thereon up to the end of the month preceding that in which payment is made, or up to the end of the sixth month after the month in which such amount became payable, whichever of these periods be less, shall be payable to the person to whom such amount is to be paid:

Provided that no interest shall be paid in respect of any period after the date which the Head of office has intimated to that person (or his agent) as the date on which he is prepared to make payment in cash, or if he pays by cheque after the date on which the cheque in that person's favour is put up in the post.

(5) Interest shall not be credited to the account of a subscriber if he informs the Head of office that he does not wish to receive it; but if he subsequently asks for interest, it shall be credited with effect from the 1st April of the year in which he asks for it.

(6) The interest on amounts which under rule 29 or rule 30 are replaced at the credit of the subscriber in the Fund, shall be calculated at such rates as may be successively prescribed under sub-rule (1) and so far as may be in the manner prescribed in this rule.

Advances and Withdrawals from the Fund

12. **General.**—(i) The authority competent to sanction an advance/withdrawal under these rules is the Head of office provided the advances/withdrawals may be sanctioned in special cases even after the relevant event, provided—

- (a) that the authority competent to sanction the advance/withdrawal is satisfied that adequate reasons exist for not applying for the advance/withdrawal before the occurrence of the event and necessity still exists for withdrawing the money from the Provident Fund such as for liquidating some previous borrowings, and
- (b) that advances/withdrawals have been applied for not more than 3 months after the event.

13. **Advances from the fund.**—An advance may be granted to a subscriber from the amount standing to his credit in the fund at the discretion of the sanctioning authority subject to the following conditions:—

- (a) a subscriber shall satisfy the authority of the necessity for the advance;
- (b) that authority shall record in writing its reasons for granting the advance;
- (c) the advance shall in no case exceed half the amount of subscription and interest thereon standing to the credit of the subscriber in the fund or his three month's pay at the time when the advance is granted whichever is less;
- (d) advances on more than one account are not sanctioned simultaneously;
- (e) the advance should not be granted until at least 50 per cent of the last advance has been repaid;
- (f) the advance is required—
 - (i) to pay expenses in connection with the illness or a disability, including where necessary, the travelling expenses of the subscriber or any person actually dependent on him,
 - (ii) to meet the cost of higher education including where necessary the travelling expenses of the subscriber or any person actually dependent on him in the following cases, namely:—
 - (1) for education outside India for an academic technical, professional or vocational course, beyond the High School stage, and
 - (2) for any medical, engineering and other technical or specialised courses in India beyond the High School stage, provided that the course of study is not less than three years; or
 - (iii) to pay obligatory expenses on a scale appropriate to the subscriber's status which by customary usage the subscriber has to incur in connection with his marriage or the marriages of his/her children and dependent relatives;
 - (iv) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in

the discharge of his official duty, the advance in this case being available in addition to any advance admissible for the same purpose from any other source:

Provided that the advance under this sub-clause shall not be admissible to a subscriber who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against Council in respect of any condition of service or penalty imposed on him:

- (v) to meet the cost of his defence where the subscriber is prosecuted by Council in any court of law or where the subscriber engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part.

14. Final Withdrawal—Funeral expenses.—When the representatives of a deceased subscriber have been left in indigent circumstances, an advance not exceeding Rs. 250 may be made by the sanctioning authority to meet funeral and incidental expenses of the subscriber if it is certified that the amount advanced can be recovered at the time of payment of the fund money or otherwise.

15. Other final withdrawals.—Withdrawal under this rule for the various purposes mentioned below shall be subject to the conditions laid down in rule 12.

(1) **House building.**—Withdrawal may be permitted for house-building, purposes on the following terms and conditions:

- (a) the withdrawal may be either for the purpose of building or acquiring a suitable house including the cost of site or for repayment of any outstanding amounts on account of loan expressly taken for the purpose not more than 12 months before the date of receipt of application for withdrawal;

(b) withdrawals shall not exceed—

- (i) the amount actually subscribed by him along with interest thereon standing to his credit, or
- (ii) the actual cost of the house including the cost of site or repayment of the loan in that behalf, whichever is less.

If the amount withdrawn exceeds the actual expenditure or repayment, as aforesaid, the excess shall be refunded to the Council forthwith in one lumpsum together with interest thereon at the rate provided for in rule 11 from the month of the withdrawal, for being credited to his account in the provident fund. The actual expenditure incurred in connection with the sale or transfer deeds may be reckoned as part of the cost of the house;

(c) The house proposed to be acquired or redeemed by the Council employee with the help of the amount withdrawn, as aforesaid, shall be situated at the place of his duty or his intended place of residence after retirement;

(d) A withdrawal shall be permissible for the building, acquisition or redemption of one house only; and further in those cases only where the employee does not already own a house at the place referred to in clause (c) above. It may also be permitted for additions, alterations and reconstruction of the existing building owned or acquired by the Council employee without assistance from the fund or other Government/Council sources provided the amount does not exceed the limits mentioned in clause (b) or Rs. 10,000 whichever is less and provided further that the competent authority is satisfied that the additions and alterations are necessary for the Council employee's own reasonable comfort and are not being made by him for purposes of letting out the building.

- (e) The construction of the house should be commenced within six months of withdrawal of money and should be completed within a period of one year from the date of commencement of construction; of, however, the house is to be purchased or redeemed or a private loan previously raised for the purpose has to be repaid; this should be done within three months of the withdrawal.
- (f) In the case of construction of a house, withdrawal will be permitted only in equal instalments (not less than two and not more than four) the instalments after the first being authorised by the sanctioning authority after verification regarding progress of construction of the house;
- (g) The Council employee shall submit an annual declaration in the prescribed form on or before the 31st December in each year and satisfy the sanctioning authority, if called upon to do so, by the production of tax receipts title deeds or other documents; that the house remains in his sole ownership and that while he is still in service, he has not parted with the possession thereof by way of transfer, sale, mortgage, gift, exchange, lease for a term exceeding three years or otherwise howsoever without the previous permission of the sanctioning authority in writing. The amount withdrawn shall be repayable forthwith in one instalment together with interest thereon at the rate provided for in rule 11 from the month of the withdrawal, for being credited to his account in the Provident Fund, if the house is sold or encumbered at any time before retirement without such permission.
- (h) The sanctioning authority should satisfy itself that—
 - (i) the amount is actually required for the purpose of building, acquiring or redeeming a house, as mentioned above;
 - (ii) the Council employee possesses or intends to acquire forthwith the right to build on the site on which the house is proposed to be built;
 - (iii) the amount withdrawn together with such other private saving, if any, as the Council employee may have, would be sufficient to build, acquire or redeem the house of the type proposed;
 - (iv) the Council employee has an approved plan and permits, where necessary from the local authorities for the purchase of building materials to the extent required and at controlled rates;
 - (v) in the case of withdrawal for the purchase of a ready built house the Council employee secures an undisputed title to the house and the land on which the house is built before the price is paid;
 - (vi) before withdrawals are permitted for the repayment of loans taken from private parties expressly for the purpose of acquiring a house or for redeeming a house, the Council employee has acquired or will acquire an un-encumbered title to the house thus acquired;
 - (vii) the Council employee has signed an undertaking in the prescribed form.

(2) *Marriage expenses.*—Withdrawals may be permitted for meeting marriage expenses subject to the following terms and conditions:—

- (a) the withdrawal will be permitted only for the marriage of the subscribers' children and not for dependent relatives, if any, of the subscriber;
- (b) the amount of withdrawal in respect of each marriage will normally be limited—
 - (i) six month's pay in the case of a daughter's marriage and three month's pay in the case of a son's marriage, or
 - (ii) the amount actually subscribed by a Council employee along with interest thereon standing to his credit whichever is less.

NOTE 1.—If two or more marriages are to be celebrated simultaneously, the amount admissible in respect of each marriage will be determined as if withdrawals are sanctioned separately one after the other.

NOTE 2.—In special cases, the sanctioning authority may relax the limit at (i) above, but in no case should more than ten months pay be sanctioned

provided further that withdrawal for a son's marriage should in no case exceed six months pay.

- (c) in respect of the same marriage, subscriber may either withdraw the money in terms of this rule or draw an advance under rule 13;
- (d) the withdrawal may be allowed to the subscriber not earlier than three months preceding the month in which the marriage actually takes place;
- (e) the subscriber shall furnish a certificate to the sanctioning authority within the period of one month from the date of the marriage, or if he is on leave on the date of the marriage, within one month on return from leave, that the money withdrawn has actually been utilised for the purpose for which it was intended. If the subscriber fails to furnish the requisite certificate, or if the amount withdrawn is utilised for a purpose other than that for which sanction was given the entire amount shall be recovered forthwith from him in one lumpsum;
- (f) any amount actually withdrawn from the fund which is found to be in excess of that actually utilised by the subscriber for the purpose, shall be recovered forthwith.

(3) *Educational expenses—*

- (a) Withdrawal from the fund may also be allowed for the purpose of higher education of the subscriber or of any person actually dependent on him, in the circumstances mentioned and under the terms and conditions laid down in rule 13 except that the amount sanctioned shall not be refundable to the Council.
- (b) These withdrawals may be permitted once every six months, that is, twice in any financial year.
- (c) The Council employee concerned should satisfy the sanctioning authority within a period of six months from the date of drawing the money that it has been utilised for the purpose for which it was intended otherwise, the whole amount of withdrawal together with interest will be liable to recovery in one lumpsum. In cases where a portion of the money withdrawn is not likely to be spent within six months of the date of withdrawal and the Council employee contemplates making a further withdrawal during the following half year he may, be notifying in writing to the sanctioning authority before the expiry of the said period of six months, adjust the excess amount in the proposed withdrawal, provided that such excess amount is not more than ten per cent of the amount utilised and action to withdraw the further amount is taken within one month of the expiry of the six months period. If no further withdrawal is contemplated the excess amount should be recovered forthwith together with interest due thereon.

(4) *Expenses in connection with illness.*—Withdrawals from the fund may also be allowed for meeting the expenses in connection with the illness, including where necessary, the travelling expenses, of the subscriber or any person actually dependent on him.

(5) *Purchase of Motor car—*

- (a) The Council employees may be permitted to make final withdrawals from the provident funds for purchasing a motor car or for repaying a loan already taken by them for the purpose, subject to the following conditions—
 - (i) The officer's pay is Rs. 1,000 or more;
 - (ii) The amount of withdrawal is limited to Rs. 12,000 or one-fourth of the amount of subscription with interest thereon standing to the credit of the subscriber in the Fund, as the case may be, or the actual price of the car, whichever is the least.
- (b) Such withdrawal shall be allowed only on one occasion. In the case of withdrawal for purchase of another car, the motor car advance under

the provisions of Chapter (vii) of the Service Rules, for the Council employees will not be admissible:

Provided that the withdrawals under these rules will not be permitted unless—

- (i) under clause (1) the subscriber has completed twenty years of service (including broken periods of service, if any), or has less than two years service before the date of his retirement on superannuation, whichever is earlier;
- (ii) under clauses (2), (3) and (4), the subscriber has completed twenty-five years of service (including broken periods of service if any) or has less than five years service before the date of his retirement on superannuation, whichever is earlier, and
- (iii) under clause (5) the subscriber has completed twenty eight years of service or has less than three years service before the date of his retirement on superannuation.

16. Recovery of advances.—(1) An advance under rule 13 shall be recovered from the subscriber in such number of equal monthly instalments as the authority sanctioning the advance may direct; but such number shall not be less than twelve unless the subscriber so elects, or more than twenty-four unless the Council so direct. A subscriber may, at his option, repay more than one instalment in a month. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

(2) Recovery shall be made in the manner prescribed in rule 9 and shall commence on the first occasion after the advance is made on which the subscriber draws emoluments for a full month. Recovery shall not be made, except with the subscriber's written consent, while he is on leave on average pay or on subsistence grant.

(3) Recoveries made under this rule shall be credited as they are made to the subscriber's account in the Fund.

17. Payment towards Insurance Policies and Family Pension Funds.—Subject to the conditions laid down in rules 18 to 24:

(a) (i) subscriptions to a family pension fund approved in this behalf by the Council; or

(ii) payments towards a policy of life insurance;

may, at the option of a subscriber, be substituted in whole or in part for his subscriptions due to the Council Contributory Provident Fund, and

(b) the amount of subscriptions with interest thereon standing to the credit of a subscriber in the fund may be withdrawn to meet—

(i) a payment towards a policy of life insurance;

(ii) the purchase of a single payment insurance policy;

(iii) the payment of a single premium of subscriptions to a family pension fund approved in this behalf by the Council.

Provided that no amount shall be withdrawn—

(1) before the details of the proposed policy have been submitted to the Head of Office and accepted by him as suitable; or

(2) to meet any payment or purchase made or effected more than three months before the withdrawal, or

(3) in excess of the amount required to meet a premium actually due for payment within three months of the date of withdrawal;

Provided further that payments towards an educational endowment policy may not be substituted for subscriptions to the fund and that no amount may be withdrawn to meet any payment or purchase in respect of such a policy if that policy is due for payment in whole or part before the subscriber's age of normal superannuation:

Provided further that amounts of substituted payment or amount withdrawn shall be rounded to the nearest whole rupee.

NOTE.—The following family pension funds have been approved by the Council:—

- (a) The Superior Services (India) Family Pension Fund.
- (2) The Bengal Uncovenanted Service Family Pension Fund.
- (3) The Bombay Government Service Family Pension Fund.
- (4) The General Family Pension Fund;
- (5) The Hindu Family Annuity Fund; and
- (6) The Bengal Christian Family Pension Fund.

18. Number of policies that can be financed from the Fund.—(1) The number of policies in respect of which substitution for subscriptions due to the fund or withdrawal of subscriptions from the fund may be permitted under rule 17 shall not exceed four;

(2) The premium for a policy in respect of which withdrawal of subscription from the fund may be permitted under rule 17 shall not be payable otherwise than annually.

Explanation.—In computing the maximum number of policies specified in sub-rule (1) policies which have matured or have been converted into paid-up ones shall be excluded.

19. Payment of difference between substituted payments and minimum subscriptions.—(1) If the total amount of any subscriptions or payments substituted under sub-rule (a) of rule 17 is less than the amount of the compulsory subscription payable to the fund, the difference shall be paid by the subscriber as subscription to the fund.

(2) If the subscriber withdraws any amount standing to his credit in the fund for any of the purposes specified in sub-rule (b) of rule 17, he shall, subject to his option under sub-rule (a) of that rule, continue to pay to the fund the subscription payable under the rules of the fund.

20. Reduction of subscription in certain cases.—(1) A subscriber who desires to substitute payment under sub-rule (a) of rule 17 may reduce his subscription to the fund accordingly:

Provided that the subscriber shall:—

- (a) intimate to the Head of office by letter the fact of and reason for, the reduction;
- (b) send to the Head of office within such period as he may require, receipts or certified copies of receipts in order to satisfy the Head of office that the amount by which the subscription has been reduced was duly applied for the purposes specified in sub-rule (a) of rule 17.

(2) A subscriber who desires to withdraw any amount under sub-rule (b) of rule 17 shall:—

- (a) intimate the reason for the withdrawal to the Head of office;
- (b) make arrangements with the Head of office for the withdrawal; and
- (c) send to the Head of office within such period as he may require, receipts or certified copies of receipts in order to satisfy the Head of office that the amount withdrawn was duly applied for the purposes specified in sub-rule (b) of rule 17.

(3) The Head of office shall order the recovery of any amount withdrawn, in respect of which he has not been satisfied in the manner required by proviso (b) to sub-rule (1) and clause (c) of sub-rule (2), with interest thereon at the rate laid down in rule 11 from the emoluments of the subscriber and place it to the credit of the subscriber in the fund.

21. Council not to make payments to insurer on behalf of subscribers.—(1) (a) Council shall not make any payments on behalf of subscribers to Insurers nor will they accept any responsibility for delays in payment of premia or for keeping the policy alive and will not enter into any correspondence with the Insurer in regard to a policy, premia or allied matters.

(b) Premia in respect of policies taken out from the Post Office Insurance Fund shall be paid in accordance with the rules of that Fund. In cases in which

it has been arranged that the premia shall be deducted from pay, if the premium due for any month is not deducted from the salary bill of the insured person, or from the establishment bill of the office in which his pay is drawn, by an oversight, whether on his own part or on the part of the officer whose duty it is to draw his salary, he should pay the premium in cash into the nearest post office and obtain the postmaster's receipt for it in his premium receipt book.

(2) A policy to be acceptable under these rules shall be on the life of the subscriber, and shall (unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of his wife, or of his wife and children, or any of them) be such as may be legally assigned by the subscriber to the Director:

Provided that a policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first re-assigned to the subscriber or the subscriber and his wife both join in the appropriate assignment.

Explanation.—A policy on the joint lives of the subscriber and the subscriber's wife or husband shall be deemed to be a policy on the life of the subscriber for the purpose of this sub-rule.

22. Assignment of Policies.—(1) The policy, within six months after the first withholding of a subscription or withdrawal from the fund in respect of the policy shall:—

(a) unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber, or of his wife and children or any of them, be assigned to the Director as security for the payment of any sum which may become payable to the fund under these rules, and delivered to the Head of office, the assignment being made by endorsement on the policy in the prescribed form, according as the policy is on the life of the subscriber or on the joint lives or the subscriber and the subscriber's wife or husband or the policy has previously been assigned to the subscriber's wife;

(b) if it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber, or of his wife and children or any of them, be delivered to the Head of office.

(2) The Head of office shall satisfy himself by reference to the insurer where possible, that no prior assignment of the policy exists.

(3) Once a policy has been accepted by the Head of office for the purpose of being financed from the fund, the terms of the policy shall not be altered, nor shall the policy be exchanged for another policy, without the prior consent of the Head of office to whom the details of alteration or of the new policy, shall be furnished.

(4) If the policy is not assigned and delivered, or delivered within the said period of six months or such further period as the Head of office may, under sub-rule (1), have fixed, any amount withheld or withdrawn from the fund in respect of the policy shall, with interest thereon at the rate determined under rule 11, forthwith be paid or repaid as the case may be, by the subscriber to the fund or, in default, be ordered by the Head of office to be recovered by deduction from the emoluments of the subscriber by instalments or otherwise, as may be directed by the authority competent to sanction an advance under rule 12.

(5) Notice of assignment of the policy shall be given by the subscriber to the Insurer, and the acknowledgement of the notice by the Insurer shall be sent to the Head of office within three months of the date of assignment.

NOTE.—Subscribers are advised to send notice of the assignment to the Insurer in duplicate.

23. Bonus on Policies.—The subscriber shall not, during the currency of the policy draw any bonus the drawal of which during such currency is optional under the terms of the policy, and the amount of any bonus which, under the terms of the policy the subscriber has no option to refrain from drawing during its currency, shall be paid forthwith into the fund by the subscriber or, in default, recovered by deduction from his emoluments by instalments or otherwise as the authority competent to sanction an advance under rule 12 may direct.

24. Reassignment of Policies.—(1) as provided in rule 27, when the subscriber:—

- (a) quits service; or
- (b) has proceeded on leave preparatory to retirement and applies to the Head of office for reassignment or return of the policy; or
- (c) while on leave has been permitted to retire, or declared by a competent medical authority to be unfit for further service, and applies to the Head of office for reassignment or return of the policy; or
- (d) pays or repays to the fund the whole of any amount withheld or withdrawn from the fund for any of the purposes mentioned in rule 17 with interest thereon, the Head of office shall
 - (i) if the policy has been assigned to the Director under rule 22, reassign the policy to the subscriber, or to the subscriber and the joint assured, as the case may be, in the prescribed form of reassignment and make it over to the subscriber together with a signed notice of the assignment addressed to the Insurer;
 - (ii) if the policy has been delivered to him under clause (b) of sub-rule (1) of rule 22 make over the policy to the subscriber:

Provided that, if the subscriber, after proceeding on leave preparatory to retirement, or after being, while on leave, permitted to retire or declared by a competent medical authority to be unfit for further service returns to duty, any policy so re-assigned, or made over, shall, if it has not matured or been assigned or charged or encumbered in any way, be again assigned to the Director and delivered to the Head of office in the manner provided in rule 22 and thereupon the provisions of these rules shall, so far as may be, again apply in respect of the policy:

Provided further that, if the policy has matured or been assigned or charged or encumbered in any way, the provisions, of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply.

(2) Save as provided in rule 27, when the subscriber dies before putting service, the Head of office shall:—

- (i) if the policy has been assigned to the Director under rule 22, reassign the policy to such person as may be legally entitled to receive it, and shall make over the policy to such person together with a signed notice of the reassignment addressed to the Insurer;
- (ii) if the policy has been delivered to him under clause (b) of sub-rule (1) of rule 22 make over the policy to the beneficiary, if any, or if there is no beneficiary, to such person as may be legally entitled to receive it.

NOTE.—This sub-rule provides that a policy, which has been assigned to the Director should be re-assigned to the subscriber, beneficiary or to such a person "as may be legally entitled to receive it". No difficulty arises in a case in which a subscriber and his wife are jointly assured or where they have joint interest in the policy, and the husband and wife are joint assignors as the survivor in such cases as the surviving co-assignor is legally entitled to have the policy re-assigned to him or her. In all other cases, however, where the subscriber dies in service the problem arises as to who is legally entitled to re-assignment. To be on the safe side, therefore, it is essential that the Director should satisfy himself in all cases that the person to whom they re-assign the policy is the person who is legally entitled to receive it and this can be achieved only on production of the letters of administration, probate or succession certificate. This requirement, however, has given rise to some degree of inconvenience as production of legal representation involves the expenditure of an appreciable sum of money which in many cases may be out of all proportion to the balances standing to the credit of a deceased subscriber. To minimise the degree of inconvenience the following method will be available to the subscriber by which re-assignment can be secured by them without production of probate or letters of administration:

- (i) re-assignment of the policy in favour of the subscriber if an assignment in the prescribed form in favour of the Director is already in existence;
- (ii) execution of an assignment in favour of the subscriber and his wife/husband, and/or major son(s) and/or major daughter(s) as joint tenants in the prescribed form;

- (iii) execution of an assignment by the subscriber and his wife/her husband and/or major son(s) and/or major daughter(s) in the prescribed form in favour of the Director.

Such an assignment has the effect of creating a joint tenancy in favour of the wife/husband and/or major son(s) and/or major daughter(s) with the result that she/he/they is/are entitled to claim the policy in her/his/their own right as surviving tenant or co-tenants on the death of the subscriber.

25. Procedure on maturity of Policies.—(1) If a policy assigned to the Director under rule 22 matures before the subscriber quits service, and before his death or if a policy on the joint lives of a subscriber and the subscriber's wife or husband assigned under the said rule, falls due for payment by reason of the death of the subscriber's wife or husband, the Head of office shall, save as provided by rule 27, proceed as follows:—

- (i) if the amount assured, together with the amount of any accrued bonuses, is greater than the whole of the amount withheld or withdrawn from the fund in respect of the policy with interest thereon, the Head of office shall re-assign the policy, in the prescribed form, to the subscriber or to the subscriber and the joint assured as the case may be, and make it over to the subscriber, who shall immediately, on receipt of the policy moneys from the Insurer pay or repay to the fund the whole of any amount withheld or withdrawn with interest, and in default, the provisions of rule 28 shall apply as they in relation to cases where money withheld or withdrawn from the fund under clause (a) or clause (b) of rule 17 has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal;

- (ii) if the amount assured, together with the amount of any accrued bonuses is less than the whole of the amount withheld or withdrawn with interest, the Head of office shall realise the amount assured together with any accrued bonuses and shall place the amount so realised to the credit of the subscriber in the fund.

(2) Save as provided by rule 27, if a policy delivered to the Head of office under clause (b) of sub-rule (1) of rule 22 matures before the subscriber quit service, the Head of office shall make over the policy to the subscriber:

Provided that if the interest in the policy of the wife of the subscriber, or of his wife and children or any of them, as expressed on the face of the policy, expires when the policy matures, the subscriber, if the policy moneys are paid to him by the Insurer, shall immediately on receipt thereof, pay or repay to the fund either:—

- (i) the whole of any amount withheld or withdrawn from the fund in respect of the policy with interest thereon, or
(ii) an amount equal to the amount assured together with any accrued bonuses;

which ever is less, and, in default, the provisions of rule 28 shall apply as they apply in relation to cases where money withheld or withdrawn from the fund under clause (a) or clause (b) of rule 17 has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal.

NOTE. In the case of the Insurer going into liquidation, the expression "amount assured together with the amount of any accrued bonuses" occurring in this rule shall be taken to mean the amount payable by the liquidated Insurer to the insured. In cases where the policies require to be re-assigned to the subscriber, the necessary re-assignment should be made in the normal manner and a notice of re-assignment sent to the Insurer. In the case of an Insurer under liquidation, the liquidator takes the place of the management for all practical purposes and his powers include the power to receive such notices.

26. Lapse or wrongful assignment of policies.—If the policy lapses or is assigned, otherwise than to the Director under rule 22, charged or encumbered, the provisions of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply.

27. Duty of Head of office when he receives notice of assignment charge or encumbrance policies.—If the Head of office receives notice of:—

- (a) an assignment (otherwise than an assignment to the Director under rule 22) or

(b) a charge or encumbrance on; or

(c) an order of a Court restraining dealings with the policy or any amount realised thereon;

the Head of office shall not:—

(i) re-assign or make over the policy as provided in rule 24 or

(ii) realise the amount assured by the policy as provided in rule 25.

but shall forthwith refer the matter to the Director.

28. Wrongful use of money withheld or withdrawn.—Notwithstanding anything contained in these rules, if the sanctioning authority is satisfied that money withheld or withdrawn from the fund under clause (a) or clause (b) of rule 17 has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal of the money, the amount in question, shall, with interest, forthwith be repaid or paid, as the case may be, by the subscriber to the fund or, in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber, even if he be on leave. If the total amount to be repaid or paid, as the case may be, be more than half the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid or paid, as the case may be, by him.

NOTE.—The term "emoluments" used in this rule does not include "subsistence grant".

NOTE.—Subscribers whose postal life insurance policies are financed from the Provident Fund, may pay the premia towards such policies in substitution for subscriptions to the fund by deduction from their salary bills. In a case where the monthly premium payable on a policy is not wholly covered by the amount of monthly subscription to the fund or where a subscriber has suspended his subscription to the fund as permitted under the rules, the balance of the amount or the whole amount as the case may be, may, at the request of the subscriber, be adjusted monthly by the Head of office against the accumulations in the fund through the salary bill.

29. Provisional withdrawal.—(a) When a subscriber:—
has proceeded on leave preparatory to retirement, or

(b) while on leave, has been permitted to retire or been declared by a competent medical authority, to be unfit for further service, the Head of office may on the application of the subscriber, permit him to withdraw any amount not exceeding the total amount of his subscriptions and interest thereon.

NOTE.—(i) Withdrawals under this rule should normally be permitted only in one instalment. Withdrawals for a second time (total withdrawals not exceeding the limit laid down in this rule) may, however, be allowed in a few exceptional cases.

(ii) When a Council employee under suspension who is not permitted to retire from service in terms of F.R. 56 attains the age of superannuation, the authority mentioned in clause (b) may, on application, permit withdrawal of any amount not exceeding 90 percent of his Council employee's subscription plus interest thereon.

30. Circumstances in which accumulations are payable.—When a subscriber quits the service, the amount standing to his credit in the Fund, shall, subject to any deduction under rule 32 become payable to him:

Provided that a subscriber, who has been dismissed from the service and is subsequently re-instated in the service, shall, if required to do so by the sanctioning authority, repay any amount paid to him from the fund in pursuance of this rule, with interest thereon at the rate provided in rule 11 in the manner decided by the Head of office. The amount so repaid shall be credited to his account in the Fund.

31. Procedure on death of a subscriber.—Subject to any deduction under rule 32, on the death of a subscriber before the amount standing to his credit has become payable, or where the amount has become payable, before payment has been made;

(i) When a subscriber leaves a family:

(a) if a nomination made by the subscriber in accordance with the provisions of rule 5 in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the

part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination;

- (b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares:

Provided that no share shall be payable to:

- (1) sons who have attained majority;
- (2) sons of a deceased son who have attained majority
- (3) married daughters whose husbands are alive;
- (4) married daughters of a deceased son whose husbands are alive.

it there is any member of the family other than those specified in clauses (1), (2), (3) and (4):

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso.

NOTE.—Any sum payable under these rules to a member of the family of a subscriber vests in such member under sub-section (2) of section 3 of the Provident Funds Act, 1925.

- (ii) When the subscriber leaves no family if a nomination made by him in accordance with the provisions of rule 5, in favour of any person or persons subsists, the amount standing to his credit in the fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

NOTE 1.—When a nominee is a dependent of the subscriber as defined in clause (c) of section 2 of the Provident Act, 1925, the amount vests in such nominee under sub-section (2) of section 3 of that Act.

NOTE 2.—When the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 5 subsists; or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provision of clause (b) and sub-clause (i) of clause (c) of sub-section (1) of section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.

32. Deductions.—(1) Subject to the proviso (1) to sub-rule (2) of rule 4 and also to the condition that no deduction may be made which reduces the credit by more than the amount of any contribution by the Council with interest thereon credited under rules 10 and 11 before the amount standing to the credit of a subscriber in the Fund is paid out of the Fund, the sanctioning authority may direct the deduction therefrom and payment to the Council of:

- (a) any amount, if a subscriber has been dismissed from the service for grave misconduct:

Provided that, if the order of dismissal is subsequently cancelled the amount so deducted shall, on his re-instatement in the service, be replaced at his credit in the Fund;

- (b) Council's contribution, if a subscriber resigns his employment under the Council within five years of the commencement thereof, otherwise than by reason of superannuation or a declaration by competent medical authority that he is unfit for further service; such subscriber shall, however, be entitled to a percentage of the Council's contribution according to the following scale:—

Length of service	Proportion of Council's contribution
(i) Less than 3 years	Nil
(ii) 3 years and over but less than 5 years	50%

(c) any amount, due under a liability incurred by the subscriber to the Council.

(2) The Head of office may order that the payment of any contributions by the Council to the account of a subscriber and of interest thereon be postponed for any period not exceeding two months from the date on which the amount becomes payable under rule 30 to enable the recovery of any sums due under sub-rule (1) (c) which may not have been ascertained to make the recovery before the payment falls due. If within this period all possible outstandings have not been ascertained and adjusted, the authority mentioned before may order that a sum not exceeding one month's pay of the subscriber be retained for a further period of one month.

(b) If the subscriber's conduct is under inquiry for an alleged irregularity or loss of Council funds, no part of the contribution to his account from Council together with interest thereon shall be paid before orders are passed on the report of inquiry unless the sanctioning authority directs otherwise.

33. Payment.—(1) When the amount standing to the credit of a subscriber in the Fund, or the balance thereof after any deduction under rule 32 becomes payable, prompt action should be taken by the Head of office (after satisfying himself, when no such deduction has been directed under that rule, no deduction is to be made) to make payment as provided in section 4 of the Provident Funds Act, 1925.

34. Procedure.—All sums paid into the Fund under these rules shall be credited in the books of the Council to an account named "The Export Inspection Council Contributory Provident Fund". All moneys contributed to such fund (whether by the Council or by its employees) or received or accruing by way of interest or otherwise to such fund shall, within fifteen days from the date of contribution, receipt or accrual, be deposited and/or invested in the following manner:—

- (i) Deposit in a post office savings bank account, or in a special account to be opened for the purpose in the State Bank of India;
- (ii) Investment in the securities mentioned or referred to in clauses (a) to (c) of section 20 of the Indian Trusts Act, 1882.

Sums of which payment has not been taken within six months after they become payable under these rules shall be transferred to "Deposits" after the 31st March of the year and treated under the ordinary rules relating to deposits.

35. Number of account to be quoted at the time of payment of subscription.—When paying a subscription either by deduction from emoluments or in cash, a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the Head of office. Any change in the number shall similarly be communicated to the subscriber by the Head of office.

36. Annual statement of account to be supplied to subscriber.—(1) As soon as possible after the 31st March of each year, the Head of office shall send to each subscriber a statement of his account in the Fund, showing the opening balance, as on the 1st April of the year, the total amount credited or debited during the year, the total amount of interest credited as on the 31st March of the year and the closing balance on that date. The Head of office shall attach to the statement of account an enquiry whether the subscriber:

- (a) desires to make any alteration in any nomination made under rule 5;
- (b) has acquired a family (in case where the subscriber has made no nomination in favour of a member of his family under sub-rule (1) of rule 5).

2. Subscribers shall satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Head of office within three months from the date of receipt of the statement.

37. Applications to the sanctioning authority.—All applications to the sanctioning authority under these rules shall be addressed to the Head of office.

FIRST SCHEDULE
(See rule 5)

Forms of nomination

I. When the subscriber has a family and wishes to nominate one member thereof.

I hereby nominate the person mentioned below, who is a member of my family, as defined in rule 2 of the Export Inspection Council Contributory Provident Fund Rules, 1968 to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable or having become payable has not been paid:

Name and address of nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person/ persons if any to whom the right of the nominee shall pass in the event of his predeceasing subscriber
-----------------------------	------------------------------	-----	---	--

Dated, this.....day of.....,19

at.....

Two witnesses to signature

1.....

Signature of Subscriber.

2.....

II. When the subscriber has a family and wishes to nominate more than one member thereof.

I hereby nominate the persons mentioned below, who are members of my family as defined in rule 2 of the Export Inspection Council Contributory Provident Fund Rules, 1968 to receive the amount that may stand to my credit in the Fund, in the event of my death before the amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown against their names:—

Name and address of nominees	Relationship with subscriber	Age	*Amount of share of accumulations to be paid to each	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person/persons, if any to whom the right of the nominee shall pass in the event of his predeceasing the subscriber
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Dated, this.....day of.....,19

at.....

Two witnesses to signature

1.....

2.....

Signature of Subscriber.

*NOTE.—This column should be filled in so as to cover whole amount that may stand to the credit of the subscriber in the Fund at any time.

III. When the subscriber has no family and wishes to nominate one person.

I, having no family as defined in rule 2 of the Export Inspection Council Provident Fund Rules, 1968 hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid:—

Name and address of nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person/ persons if any to whom the right of nominee shall pass in the event of his predeceasing the subscriber
-----------------------------	------------------------------	-----	---	--

Dated, this..... day of....., 19

at.....

Two witnesses with signature.

1.....

2.....

Signature of Subscriber.

NOTE:—Where a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

IV. When the subscriber has no family and wishes to nominate more than one person.

I, having no family as defined in rule 2 of the Export Inspecting Council Contributory Provident Fund Rules, 1968 hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:—

Name and address of nominees	Relationship with subscriber	Age	*Amount or share of accumulations to be paid to each	**Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person/persons if any to whom the right of nominee shall pass in the event of his predeceasing the subscriber
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Dated, this.....day of....., 19

at.....

Two witnesses to signature.

1.....

2.....

Signature of Subscriber.

*NOTE.—This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

**NOTE:—Where a subscriber who has no family makes a nomination, he shall specify in the column that the nomination shall become invalid in the event of his subsequently acquiring a family.

[No. F. 30(34)/Exp. Insp./66.]

S.O. 2414.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules, namely:—

1. Short title, extent and commencement.—(1) These rules may be called the Export Inspection Agency Contributory Provident Fund Rules, 1969.

(2) They shall extend to Export Inspection Agencies at Bombay, Calcutta, Cochin, Delhi and Madras.

(3) They shall be deemed to have come into force on the 1st February, 1966.

2. Definitions.—(1) In these rules unless the context otherwise requires,

(a) “Agency” means the Export Inspection Agency referred to in under sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963.

(b) “Council” means the Export Inspection Council.

(c) “Chief Executive” means the Director or the Manager of the Export Inspection Agency designated as such by the Chairman of Council.

(d) “Director of the Council” means the Director of Inspection and Quality Control and Ex-Officio Member-Secretary of the Export Inspection Council.

(e) “Employees” means officers, office staff, technical staff and other staff of the Agency other than those whose salary is paid from contingencies.

(f) “Emoluments” means pay, leave-salary, or subsistence grant, as defined in the Fundamental Rules, and includes:

(i) any wages paid by the Agency to employees not remunerated by fixed monthly pay;

(ii) any remuneration of the nature of pay received in respect of foreign service;

(iii) if a subscriber is on deputation, the emoluments which he would have drawn had he not been on deputation.

(g) “Family” means (i) in the case of a male subscriber, the wife or wives and children of a subscriber, and the widow or widows and children of a deceased son of the subscriber:

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall thenceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently indicates by express notification in writing to the Head of Office that she shall continue to be so regarded.

(ii) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber.

Provided that if a subscriber by notification in writing to the Head of Office expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate unless the subscriber subsequently indicates by express notification in writing to the Head of Office that she shall continue to be so regarded.

NOTE I.—“Children” means legitimate children;

NOTE II.—An adopted child shall be considered to be a child when the Head of office or if any doubt arises in the mind of the Head of Office, the Director of the Council is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child.

(h) “Fund” means the Export Inspection Agency Contributory Provident Fund.

(i) “Head of Office” means an officer of the Agency who has been declared as such by the Director of the Council.

(j) “Leave” means any variety of leave recognised by the Agency Rules.

(k) “Subscriber” means a member of the fund.

(l) “Sanctioning authority” means the Director of the Council or Chief Executive or any other officer duly authorised by the Chief Executive with the approval of the Director.

(m) "Year" means a financial year.

(2) Any other expressions used in these rules which is defined either in the Provident Funds Act, 1925 (19 of 1925), or in the Fundamental Rules is used in the sense therein defined.

3. Constitution and Management of the Fund.—The Fund shall be administered by the Agency and shall be maintained in India in rupees.

4. Extent of Application.—(1) These rules shall apply to every employee of the Agency who is required to subscribe to the Fund.

(b) Subject to the provisions of sub-rule (1), subscription to the Fund shall be compulsory on all Agency employees who are likely to remain in service for more than a year:

Provided that a temporary employee who is not likely to remain in service for more than a year may be permitted by the Chief Executive to subscribe to the Fund on the understanding:

(i) that the Agency's contribution and interest thereon will be provisional in the first instance and in the event of the employee's services being terminated otherwise than by the reason of superannuation or a declaration by competent medical authority that he is unfit for further service within three years of the commencement thereof, will be completely withheld, and

(ii) that, subject to the above modification, he shall be bound by these rules.

(3) If an employee of the Agency admitted to the benefit of the Fund was previously a subscriber to Contributory Provident Fund or General Provident Fund maintained by a Government, semi-Government, Body Corporate owned or controlled by Government or an Autonomous Organisation registered under the Societies Registration Act, 1860, in the Contributory Provident Fund or General Provident Fund together with interest thereon may be transferred to his credit in the Fund of the Agency with the sanction of the Chief Executive.

5. Nomination.—(1) A subscriber shall, as soon as may be after joining the Fund, send to the Head of Office a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the event of his death before that amount has become payable, or having become payable, has not been paid:

Provided that if at the time of making the nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of his family.

(2) If a subscriber nominates more than one person under sub-rule (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be in such one of the forms set forth in the First Schedule as is appropriate in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Head of Office.

Provided that subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this rule.

(5) A subscriber may provide in a nomination:

(a) in respect of any specified nominee that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person as may be specified in the nomination;

(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein.

Provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.

(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-rule (5) or

on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-rule (5) or the proviso thereto, the subscriber shall send to the Head of Office a notice in writing cancelling the nomination made in accordance with the provisions of this rule.

(7) Every nomination made, and every notice of cancellation given, by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Head of Office.

6. **Subscribers Accounts.**—An account shall be opened in the name of each subscriber, which shall show:

Credits

- (i) the subscriber's subscriptions;
- (ii) contributions made under rule 10 by the Agency to his account;
- (iii) interest, as provided by rule 11, on subscription;
- (iv) interest, as provided by rule 11, on Agency's contributions;
- (v) recovery of advances and refund of withdrawals;
- (vi) miscellaneous adjustments.

Debits

- (i) Advances and withdrawals.
- (ii) Payment when he has ceased to be a member of the fund.
- (iii) Miscellaneous adjustments.

Conditions and Rates of Subscriptions

7. **Conditions of subscriptions.**—(1) Every subscriber shall subscribe monthly to the Fund when on duty or foreign service or on deputation but not during a period of suspension:

Provided that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum or in instalments, any sum not exceeding the maximum amount of arrears of subscriptions permissible for that period.

(2) A subscriber who has under rule 29 withdrawn the amount of subscription and interest thereon shall not subscribe to the Fund after such withdrawal unless he returns to duty.

8. **Rates of subscription.**—(1) The amount of subscription payable for any month shall be not less than one twelfth of the subscriber's emoluments for that month.

(2) It shall be expressed in whole rupees (fifty paise counting as the next higher rupee).

(3) The subscriber shall intimate the fixation of the amount of his monthly subscription in each year to the Head of Office by the 15th March, of the preceding year.

(4) The amount of subscription fixed under sub-rule (3) above may be enhanced or reduced once at any time during the course of a year.

Provided that when the amount of subscription is so reduced, it shall not be less than the minimum prescribed in sub-rule (1).

(5) When a subscriber is transferred to foreign service or sent on deputation out of India, he shall remain subject to the rules of the Fund in the same manner as if he were not so transferred or sent on deputation.

9. **Realisation of subscriptions.**—When emoluments are drawn from the Agency Fund recovery of subscriptions on account of these emoluments and of the principal and interest of advances shall be made from the emoluments themselves. When emoluments are drawn from any source the subscriber shall forward his dues monthly to the head of office by deduction in his pay bill so as to reach him before the 5th of each month immediately following the month for which the subscription is due.

10. Contribution by Agency.—(1) At the end of each half-year, that is on the 31st March and 30th September, a contribution equal to one twelfth of the subscriber's monthly emoluments for that period will be made from the Agency fund to the account of each subscriber.

Provided that—

- (i) If a subscriber quits the service otherwise than on resignation or dismissal or dies during a half-year, contribution shall be credited to his account for the period between the close of the preceding half-year and the date of the casualty;
- (ii) If a subscriber quits the service on resignation or dismissal, no contribution shall be credited to his account in respect of the subscription for the half-year in which the casualty occurs, but the contributions in respect of any arrears of subscription paid during the half-year which the subscriber has been permitted under any of these rules to pay and which relate to a previous complete half-year or half years, shall be credited to his account; and
- (iii) Unless otherwise ordered in any particular case by the Director of the Council, no contribution shall be payable from the Agency fund in respect of a period of foreign service but that portion of the contribution received from the foreign employer, or the subscriber, as the case may be which is equivalent to contributions creditable under this rule shall be credited to the subscriber's account on the date on which it is received, or the due date, whichever is later.

NOTE.—Retirement on grounds other than those of permanent physical or mental incapacity or attainment of age limit, excepting voluntary retirement with the concurrence of the administration, shall be regarded as resignation for the purposes of this rule.

11. Interest.—(1) The Agency shall pay to the credit of the account of a subscriber interest at such rate as the Government of India may from time to time prescribe for the payment of interest on subscriptions to the General Provident Fund maintained for Government servants.

(2) Interest shall be credited with effect from the 31st March of each year in the following manner:

- (i) on the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year—interest for twelve months;
- (ii) on sums withdrawn during the current year otherwise than under rule 29 interest from the 1st April of the current year up to the last day of the month preceding the month of withdrawal;
- (iii) on sums withdrawn during the current year under rule 29—interest from the 1st April of the current year up to the date of tender of payment;
- (iv) on all sums credited to the subscriber's account after the 31st March of the preceding year—interest from the date of deposit up to the 31st March of the current year.
- (v) the total amount of interest shall be rounded to the nearest whole rupee, fifty paise counting as the next higher rupee;

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-rule in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be up to the date on which the amount standing at the credit of the subscriber became payable.

(3) For the purpose of this rule, "the date of deposit" shall, in the case of recoveries from emoluments, be deemed to be the first day of the month in which they are recovered, and in the case of amounts forwarded by the subscriber, shall be deemed to be the first day of the month of receipt if they are received by the Head of office before the fifth day of that month, or, if they are received on or after the fifth day of that month, the first day of the next succeeding month.

(4) In addition to any amount to be paid under rule 34, interest thereon up to the end of the month preceding that in which payment is made, or up to the end of the sixth month after the month in which such amount became payable

Whichever of these periods be less, shall be payable to the person to whom such amount is to be paid:

Provided that no interest shall be paid in respect of any period after the date which the Head of office has intimated to that person (or his agent) as the date on which he is prepared to make payment in cash, or if he pays by cheque after the date on which the cheque in that person's favour is put up in the post.

(5) Interest shall not be credited to the account of a subscriber if he informs the Head of office that he does not wish to receive it; but if he subsequently asks for interest, it shall be credited with effect from the 1st April of the year in which he asks for it.

(6) The interest on amounts which under rule 29 or rule 30 are replaced at the credit of the subscriber in the Fund, shall be calculated at such rates as may be successively prescribed under sub-rule (1) of this rule and so far as may be in the manner prescribed in this rule.

Advances and withdrawals from the Fund

12. **General.**—(i) The authority competent to sanction and Advance/withdrawal under these rules is the Head of office provided the advances/withdrawals may be sanctioned in special cases even after the relevant event, provided—

- (a) that the authority competent to sanction the advance/withdrawal is satisfied that adequate reasons exist for not applying for the advance/withdrawal before the occurrence of the event and necessity still exists for withdrawing the money from the Provident Fund such as for liquidating some previous borrowings, and
- (b) that advances/withdrawals have been applied for not more than 3 months after the event.

13. **Advances from the fund.**—An advance may be granted to a subscriber from the amount standing to his credit in the Fund at the discretion of the sanctioning authority subject to the following conditions:—

- (a) a subscriber shall satisfy the authority of the necessity for the advance;
- (b) that authority shall record in writing its reasons for granting the advance;
- (c) the advance shall in no case exceed half the amount of subscription and interest thereon standing to the credit of the subscriber in the fund or his three month's pay at the time when the advance is granted whichever is less;
- (d) advances on more than one account are not sanctioned simultaneously;
- (e) the advance should not be granted until at least 50 per cent of the last advance has been repaid;
- (f) the advance is required—
 - (i) to pay expenses in connection with the illness or a disability, including where necessary, the travelling expenses of the subscriber or any person actually dependent on him.
 - (ii) to meet the cost of higher education including where necessary the travelling expenses of the subscriber or any person actually dependent on him in the following cases, namely:—
 - (1) for education outside India for an academic, technical, professional or vocational course, beyond the High School stage and
 - (2) for any medical, engineering and other technical or specialised courses in India beyond the High School stage, provided that the course of study is not less than three years; or
 - (iii) to pay obligatory expenses on a scale appropriate to the subscriber's status which by customary usage the subscriber has to incur in connection with his marriage or the marriage of his/her children and dependent relatives.
 - (iv) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made

against him in respect of any act done or purporting to be done by him in the discharge of his official duty, the advance in this case being available in addition to any advance admissible for the same purpose from any other source:

Provided that the advance under this sub-clause shall not be admissible to a subscriber who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against Agency in respect of any condition of service or penalty imposed on him;

(v) to meet the cost of his defence where the subscriber is prosecuted by Agency in any court of law or where the subscriber engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part.

14. Final Withdrawal—Funeral expenses.—When the representatives of a deceased subscriber have been left in indigent circumstances, an advance not exceeding Rs. 250 may be made by the sanctioning authority to meet funeral and incidental expenses of the subscriber if it is certified that the amount advanced can be recovered at the time of payment of the fund money or otherwise.

15. Other final withdrawals.—Withdrawal under this rule for the various purposes mentioned below shall be subject to the conditions laid down in rule 12.

(1) *House building* .—Withdrawal may be permitted for house building purposes on the following terms and conditions:—

(a) the withdrawal may be either for the purpose of building or acquiring a suitable house including the cost of site or for repayment of any outstanding amounts on account of loan expressly taken for the purpose not more than 12 months before the date of receipt of application for withdrawal;

(b) withdrawals shall not exceed—

(i) the amount actually subscribed by him along with interest thereon standing to his credit, or.

(ii) the actual cost of the house including the cost of site or repayment of the loan in that behalf, whichever is less.

If the amount withdrawn exceeds the actual expenditure or repayment, as aforesaid, the excess shall be refunded to the Agency forthwith in one lump sum together with interest thereon at the rate provided for in rule 11 from the month of the withdrawal, for being credited to his account in the provident fund. The actual expenditure incurred in connection with the sale or transfer deeds may be reckoned as part of the cost of the house;

(c) The house proposed to be acquired or redeemed by the Agency employee with the help of the amount withdrawn as aforesaid, shall be situated at the place of his duty or his intended place of residence after retirement;

(d) A withdrawal shall be permissible for the building, acquisition or redemption of one house; and further in those cases only where the employee does not already own a house at the place referred to in clause (c) above. It may also be permitted for additions, alterations and reconstruction of the existing building owned or acquired by the Agency employee without assistance from the fund or other Government/Agency sources provided the amount does not exceed the limits mentioned in clause (b) or Rs. 10,000 whichever is less and provided further that the competent authority is satisfied that the additions and alterations are necessary for the Agency employee's own reasonable comfort and art not being made by him for purposes of letting out the building.

(e) The construction of the house should be commenced within six months of withdrawal of money and should be completed within a period of one year from the date of commencement of construction; if, however, the house is to be purchased or redeemed or a private loan previously raised for the purpose has to be repaid, this should be done within three months of the withdrawal.

(f) In the case of construction of a house, withdrawal will be permitted only in equal instalments (not less than two and not more than four) the instalments after the first being authorised by the sanctioning authority after verification regarding progress of construction of the house;

(g) The Agency employee shall submit an annual declaration in the prescribed form on or before the 31st December in each year and satisfy the sanctioning authority, if called upon to do so, by the production of tax receipts, title deeds, or other documents; that the house remains in his sole ownership and that while he is still in service, he has not parted with the possession thereof by way of transfer, sale, mortgage, gift, exchange, lease for a term exceeding three years, or otherwise howsoever without the previous permission of the sanctioning authority in writing. The amount withdrawn shall be repayable forthwith in one instalment together with interest thereon at the rate provided for in rule 11 from the month of the withdrawal, for being credited to his account in the Provident Fund, if the house is sold or encumbered at any time before retirement without such permission.

(h) The sanctioning authority should satisfy itself that—

- (i) the amount is actually required for the purpose of building, acquiring or redeeming a house, as mentioned above;
- (ii) the Agency employee possesses or intends to acquire forthwith the right to build on the site on which the house is proposed to be built;
- (iii) the amount withdrawn together with such other private saving, if any, as the Agency employee may have would be sufficient to build, acquire or redeem the house of the type proposed;
- (iv) the Agency employee has an approved plan and permits, where necessary from the local authorities for the purpose of building materials to the extent required and at controlled rates;
- (v) in the case of withdrawal for the purpose of a ready built house the Agency employee secures an undisputed title to the house and the land on which the house is built before the price is paid;
- (vi) before withdrawals are permitted for the repayment of loans taken from private parties expressly for the purpose of acquiring a house or for redeeming a house, the Agency employee has acquired or will acquire an un-encumbered title to the house thus acquired;
- (vii) the Agency employee has signed an undertaking in the prescribed form.

(2) *Marriage expenses.*—Withdrawals may be permitted for meeting marriage expenses subject to the following terms and conditions;

- (a) the withdrawal will be permitted only for the marriage of the subscriber's children and not for dependent relatives, if any, of the subscriber;
- (b) the amount of withdrawal in respect of each marriage will normally be limited to—
 - (i) six months pay in the case of a daughter's marriage and three months pay in the case of a son's marriage, or
 - (ii) the amount actually subscribed by a Agency employee along with interest thereon standing to his credit whichever is less;

NOTE 1.—If two or more marriages are to be celebrated simultaneously, the amount admissible in respect of each marriage will be determined as if withdrawals are sanctioned separately one after the other.

NOTE 2.—In special cases, the sanctioning authority may relax the limit at (i) above, but in no case should more than ten months pay be sanctioned provided further that withdrawal for a son's marriage should in no case exceed six months pay.

- (c) in respect of the same marriage, subscriber may either withdraw the money in terms of this rule or draw an advance under rule 13 above;
 - (d) the withdrawal may be allowed to the subscriber not earlier than three months preceding the month in which the marriage actually takes place;
 - (e) the subscriber shall furnish a certificate to the sanctioning authority within the period of one month from the date of the marriage or if he is on leave on the date of the marriage, within one month on return from leave, that the money withdrawn has actually been utilised for the purpose for which it was intended. If the subscriber fails to furnish the requisite certificate, or if the amount withdrawn is utilised for a purpose other than that for which sanction was given the entire amount shall be recovered forthwith from him in one lump sum;
 - (f) any amount actually withdrawn from the fund which is found to be in excess of that actually utilised by the subscriber for the purpose, shall be recovered forthwith.
- (3) *Educational expenses—*
- (a) Withdrawal from the fund may also be allowed for the purpose of higher education of the subscriber or of any person actually dependent on him, in the circumstances mentioned and under the terms and conditions laid down in rule 13 except that the amount sanctioned shall not be refundable to the Agency.
 - (b) These withdrawals may be permitted once every six months, that is, twice in any financial year.
 - (c) The Agency employee concerned should satisfy the sanctioning authority within a period of six months from the date of drawing the money that it has been utilised for the purpose for which it was intended otherwise, the whole amount of withdrawal together with interest will be liable to recovery in one lump sum. In cases where a portion of the money withdrawn is not likely to be spent within six months of the date of withdrawal and the Agency employee contemplates making a further withdrawal during the following half year he may, by notifying in writing to the sanctioning authority before the expiry of the said period of six months, adjust the excess amount in the proposed withdrawal, provided that such excess amount is not more than ten per cent of the amount utilised and action to withdraw the further amount is taken within one month of the expiry of the six months period. If no further withdrawal is contemplated the excess amount should be recovered forthwith together with interest due thereon.
- (4) *Expenses in connection with illness.*—Withdrawals from the fund may also be allowed for meeting the expenses in connection with the illness, including where necessary, the travelling expenses, of the subscriber or any person actually dependent on him.
- (5) *Purchase of Motor Car—*
- (a) The Agency employees may be permitted to make final withdrawals from the provident funds for purchasing a motor car or for repaying a loan already taken by them for the purpose, subject to the following conditions:—
 - (i) The officer's pay is Rs. 1,000 or more;
 - (ii) The amount of withdrawal is limited to Rs. 12,000 or one-fourth of the amount of subscription with interest thereon standing to the credit of the subscriber in the Fund, as the case may be, or the actual price of the car, whichever is the least.
 - (b) Such withdrawal shall be allowed only on one occasion. In the case of withdrawal for purchase of another car, the motor car advance under the provisions of Chapter (vii) of the Service Rules, for the Agency employees will not be admissible:
- Provided that the withdrawals under these rules will not be permitted unless—
- (1) under clause (1) the subscriber has completed twenty years of service (including broken periods of service, if any) or has less than

two years service before the date of his retirement on superannuation whichever is earlier;

- (iii) under clause (5) the subscriber has completed twenty eight years five years of service (including broken periods of service, if any) or has less than five years service before the date of his retirement on superannuation, whichever is earlier, and
- (iii) under clause (5) the subscriber has completed twenty eight years of service or has less than three years service before the date of his retirement on superannuation.

16. Recovery of advances.—(1) An advance under rule 13 shall be recovered from the subscriber in such number of equal monthly instalments as the authority sanctioning the advance may direct; but such number shall not be less than twelve unless the subscriber so elects, or more than twenty four unless the Council so directs. A subscriber may, at his option, repay more than one instalment in a month. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

(2) Recovery shall be made in the manner prescribed in rule 9 and shall commence on the first occasion after the advance is made on which the subscriber draws emoluments for a full month. Recovery shall not be made, except with the subscriber's written consent, while he is on leave other than leave on average pay or on subsistence grant.

(3) Recoveries made under this rule shall be credited as they are made to the subscriber's account in the Fund,

17. Payment towards Insurance Policies and Family Pension Funds.—Subject to the conditions laid down in rules 18 to 27—

- (a) (i) subscriptions to a family pension fund approved in this behalf by the Council; or
- (ii) payments towards a policy of life insurance; may, at the option of a subscriber, be substituted in whole or in part for his subscriptions due to the Agency Contributory Provident Fund and
- (b) the amount of subscriptions with interest thereon standing to the credit of a subscriber in the fund may be withdrawn to meet—
 - (i) a payment towards a policy of life insurance,
 - (ii) the purchase of a single payment insurance policy,
 - (iii) the payment of a single premium of subscriptions to a family pension fund approved in this behalf by the Council:

Provided that no amount shall be withdrawn—

- (1) before the details of the proposed policy have been submitted to the Head of Office and accepted by him as suitable or
- (2) to meet any payment or purchase made or effected more than three months before the withdrawal, or
- (3) in excess of the amount required to meet a premium actually due for payment within three months of the date of withdrawal;

Provided further that payments towards an educational endowment policy may not be substituted for subscriptions to the fund and that no amount may be withdrawn to meet any payment or purchase in respect of such a policy if that policy is due for payment in whole or in part before the subscriber's age of normal superannuation:

Provided also that amounts of substituted payment or amount withdrawn shall be rounded to the nearest whole rupee.

NOTE.—The following family pension funds have been approved by the Council:—

- (1) The Superior Services (India) Family Pension Fund;
- (2) The Bengali Uncovenanted Service Family Pension Fund;
- (3) The Bombay Government Service Family Pension Fund;
- (4) The General Family Pension Fund,

- (5) The Hindu Family Annuity Fund, and
- (6) The Bengal Christian Family Pension Fund.

18. The number of policies that can be financed from the Fund.—(1) The number of policies in respect of which substitution for subscriptions due to the fund or withdrawal of subscription from the fund may be permitted under rule 17 shall not exceed four;

(2) The premium for a policy in respect of which withdrawal of subscription from the fund may be permitted under rule 17 shall not be payable otherwise than annually.

Explanation.—In computing the maximum number of policies specified in sub-rule (1) policies which have matured or have been converted into paid-up ones shall be excluded.

19. Payment of difference between substituted payments and minimum subscriptions.—(1) If the total amount of any subscriptions or payments substituted under sub-rule (a) of rule 17 is less than the amount of the compulsory subscription payable to the fund, the difference shall be paid by the subscriber as subscription to the fund.

(2) If the subscriber withdraws any amount standing to his credit in the fund for any of the purposes specified in sub-rule (b) of rule 17, he shall, subject to his option under sub-rule (a) of that rule, continue to pay to the fund the subscription payable under the rules of the fund.

20. Reduction of subscription in certain cases.—(1) A subscriber who desires to substitute payment under sub-rule (a) of rule 17 may reduce his subscription to the fund accordingly:

Provided that the subscriber shall—

- (a) intimate to the Head of office by letter the fact of, and reason for, the reduction;
- (b) sent to the Head of office within such period as he may require, receipts or certified copies of receipts in order to satisfy the Head of office that the amount by which the subscription has been reduced was duly applied for the purposes specified in sub-rule (a) of rule 17.

(2) A subscriber who desires to withdraw any amount under sub-rule (b) of rule 17 shall:—

- (a) intimate the reason for the withdrawal to the Head of Office;
- (b) make arrangements with the Head of office for the withdrawal; and
- (c) send to the Head of office within such period as he may require receipts or certified copies of receipts in order to satisfy the Head of office that the amount withdrawn was duly applied for the purposes specified in sub-rule (b) of rule 17.

(3) The Head of office shall order the recovery of any amount withdrawn, in respect of which he has not been satisfied in the manner required by proviso (b) to sub-rule (1) and clause (c) of sub-rule (2) with interest thereon at the rate laid down in rule 11 from the emoluments of the subscriber and place it to the credit of the subscriber in the fund.

21. Government not to make payments to insurer on behalf of subscribers.—(1)(a) The Agency shall not make any payments on behalf of subscribers to insurers nor will they accept any responsibility for delays in payment of a premium or for keeping the policy alive and will not enter into any correspondence with the Insurer in regard to a policy, premium or allied matters.

(b) Premium in respect of policies taken out from the Post Office Insurance Fund shall be paid in accordance with the rules of that Fund. In cases in which it has been arranged that the premium shall be deducted from pay, if the premium due for any month is not deducted from the salary bill of the insured person, or from the establishment bill of the office in which his pay is drawn, by an oversight, whether on his own part or on the part of the officer whose duty it is to draw his salary, he should pay the premium in cash into the nearest post office and obtain the postmaster's receipt for it in his premium receipt book.

(2) A policy to be acceptable under these rules shall be on the life of the subscriber, and shall (unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of his wife, or of his wife and children, or any of them) be such as may be legally assigned by the subscriber to the Chief Executive:

Provided that a policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first reassigned to the subscriber or the subscriber and his wife both join in the appropriate assignment.

Explanation.—A policy on the joint lives of the subscriber and the subscriber's wife or husband shall be deemed to be a policy on the life of the subscriber for the purpose of this sub-rule.

22. Assignment of policies.—(1) The policy, within six months after the first withholding of a subscription or withdrawal from the fund in respect of the policy shall—

- (a) unless it is policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber, or of his wife or and children or any of them, be assigned to the Chief Executive as security for the payment of any sum which may become payable to the fund under these rules, and delivered to the Head of office, the assignment being made by endorsement on the policy in the prescribed form, according as the policy is on the life of the subscriber or on the policy is on the life of the subscriber or on the joint lives of the subscriber and subscriber's wife or husband or the policy has previously been assigned to the subscriber's wife;
- (b) if it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber, or of his wife and children or any of them, be delivered to the Head of office,

(2) The Head of Office shall satisfy himself by reference to the insurer where possible, that no prior assignment of the policy exists.

(3) Once a policy has been accepted by the Head of office for the purpose of being financed from the fund, the terms of the policy shall not be altered, nor shall the policy be exchanged for another policy, without the prior consent of the Head of office to whom the details of alteration or of the new policy, shall be furnished.

(4) If the policy is not assigned and delivered, or delivered within the said period of six months or such further period as the Head of office may, under sub-rule (1) have fixed any amount withheld or withdrawn from the fund in respect of the policy shall, with interest thereon at the rate determined under rule 11, forthwith be paid or repaid, as the case may be, by the subscriber to the fund or, in default, be ordered by the Head of office to be recovered by deduction otherwise, as may be directed by the authority competent to sanction an advance under rule 12.

(5) Notice of assignment of the policy shall be given by the subscriber to the Insurer, and the acknowledgement of the notice by the Insurer shall be sent to the Head of office within three months of the date of assignment.

Note.—Subscribers are advised to send notice of the assignment to the Insurer in duplicate.

23. Bonus on policies.—The subscriber shall not, during the currency of the policy draw any bonus the drawal of which during such currency is optional under the terms of the policy, and the amount of any bonus which, under the terms of the policy the subscriber has no option to refrain from drawing during its currency, shall be paid forthwith into the fund by the subscriber or, in default, recovered by deduction from his emoluments by instalments or otherwise as the authority competent to sanction an advance under rule 12 may direct.

24. Reassignment of policies.—(1) Save as provided in rule 27, when the subscriber—(a) quits service; or

(b) has proceeded on leave preparatory to retirement and applies to the Head of office for reassignment or return of the policy; or

(c) while on leave has been permitted to retire, or declared by a competent medical authority to be unfit for further service, and applies to the Head of office for re-assignment or return of the policy; or

(d) pays or repays to the fund the whole of any amount withheld or withdrawn from the fund for any of the purposes mentioned in rule 17 with interest thereon, the Head of office shall—

(i) if the policy has been assigned to the Chief Executive under rule 22, re-assign the policy to the subscriber, or to the subscriber and the joint assured, as the case may be, in the prescribed form of re-assignment and make it over to the subscriber together with a signed notice of the re-assignment addressed to the Insurer;

(ii) If the policy has been delivered to him under clause (b) of sub-rule (1) of rule 22 make over the policy to the subscriber:

Provided that, if the subscriber, after proceeding on leave preparatory to retirement, or after being, while on leave, permitted to retire or declared by a competent medical authority to be unfit for further service returns to duty, any policy so re-assigned, or made over, shall, if it has not matured or been assigned or charged or encumbered in any way, be again assigned to the Chief Executive and delivered to the Head of office in the manner provided in rule 22 and thereupon, the provisions of these rules shall, so far as may be, again apply in respect of the policy:

Provided further that, if the policy has matured or been assigned or charged or encumbered in any way, the provisions of sub-rule (4) or rule 22 applicable to a failure to assign and deliver a policy shall apply.

(2) Save as provided in rule 27 when the subscriber dies before putting service, the Head of office shall—

(i) if the policy has been assigned to the Chief Executive under rule 22, re-assign the policy to such person as may be legally entitled to receive it, and shall make over the policy to such person together with a signed notice of the reassignment addressed to the Insurer;

(ii) if the policy has been delivered to him under clause (b) of sub-rule (1) of rule 22 make over the policy to the beneficiary, if any, or if there is no beneficiary, to such person as may be legally entitled to receive it.

NOTE.—This sub-rule provides that a policy, which has been assigned to Chief Executive should be re-assigned to the subscriber, beneficiary or to such a person “as may be legally entitled to receive it”. No difficulty arises in a case in which a subscriber and his wife are jointly assured or where they have joint interest in the survivor in such cases as the surviving coassignor, is legally entitled to have the policy re-assigned to him or her. In all other cases, however, where the subscriber dies in service the problem arises as to who is legally entitled to re-assignment. To be on the safe side, therefore, it is essential that Chief Executive should satisfy themselves in all cases that the person to whom they re-assign the policy is the person who is legally entitled to receive it and this can be achieved only on production of the letters of administration, probate or succession certificate. This requirement, however, has given rise to some degree of inconvenience as production of legal representation involves the expenditure of an appreciable sum of money which in many cases may be out of all proportion to the balances standing to the credit of a deceased subscriber. To minimise the degree of inconvenience the following method will be available to the subscriber by which re-assignment can be secured by them without production of probate or letters of administration;—

(i) re-assignment of the policy in favour of the subscriber if an assignment in the prescribed form in favour of Chief Executive is already in existence;

(ii) execution of an assignment in favour of the subscriber and his wife/husband, and/or major son(s) and/or major daughter(s) as joint tenants in the prescribed form;

(iii) execution of an assignment by the subscriber and his wife/her husband and/or major son(s) and/or major daughter(s) in the prescribed form in favour of Chief Executive.

Such an assignment has the effect of creating a joint tenancy in favour of the wife/husband and/or major son(s) and/or major daughter(s) with the result that she/he/they is/are entitled to claim the policy in her/his/their own right as surviving tenant or co-tenants on the death of the subscriber.

25. Procedure on maturity of policies.—(1) If a policy assigned to the hClef Executive under rule 22 matures before the subscriber quits service, and before his death or if a policy on the joint lives of a subscriber and the subscriber's wife or husband assigned under the said rule, falls due for payment by reason of the death of the subscriber's wife or husband, the Head of office shall, save as provided by rule 27, proceed as follows:—

(i) if the amount assured, together with the amount of any accrued bonuses, is greater than the whole of the amount withheld or withdrawn from the fund in respect of the policy with interest thereon, the Head of office shall re-assign the policy, in the prescribed form, to the subscriber or to the subscriber and the joint assured as the case may be and make it over to the subscriber, who shall immediately, on receipt of the policy moneys from the Insurer pay or repay to the fund the whole of any amount withheld or withdrawn with interest, and in default, the provisions of rule 28 shall apply as they in relation to cases where money withheld or withdrawn from the fund under clause (a) or clause (b) of rule 17 has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal.

(ii) if the amount assured, together with the amount of any accrued bonuses, is less than the whole of the amount withheld or withdrawn with interest the Head of office shall realise the amount assured together with any accrued bonuses and shall place the amount so realised to the credit of the subscriber in the fund.

(2) Save as provided by rule 27, if a policy delivered to the Head of office under clause (b) of sub-rule (1) of rule 22 matures before the subscriber quits service, the Head of office shall make over the policy to the subscriber:

Provided that if the interest in the policy of the wife of the subscriber, or of his wife and children or any of them, as expressed on the face of the policy, expires when the policy matures, the subscriber, if the policy moneys are paid to him by the Insurer, shall immediately on receipt thereof, pay or repay to the fund either—

(i) the whole of any amount withheld or withdrawn from the fund in respect of the policy with interest thereon, or

(ii) an amount equal to the amount assured together with any accrued bonuses; which ever is less, and, in default, the provisions of rule 28 shall apply as they apply in relation to cases where money withheld or withdrawn from the fund under clause (a) or clause (b) of rule 17 has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal.

NOTE:—In the case of the insurer going into liquidation, the expression "amount assured together with the amount of any accrued bonuses" occurring in this rule shall be taken to mean the amount payable by the liquidated insurer to the insured. In cases where the policies require to be reassigned to the subscriber the necessary re-assignment should be made in the normal manner and a notice of re-assignment sent to the Insurer. In the case of an Insurer under liquidation, the liquidator takes the place of the management for all practical purposes and his powers include the power to receive such notices.

26. Duty of Head of Office when he receive notice of assignment, charge or encumbrance of policies.—If the Head of office receives notice of—

(a) an assignment (otherwise than an assignment to the Chief Executive under rule 22) or

(b) charge or encumbrance on, or

(c) an order of a Court restraining dealings with the policy or any amount realised thereon;

the Head of office shall not—

(i) re-assign or make over the policy as provided in rule 24 or

(ii) realise the amount assured by the policy as provided in rule 25.

but shall forthwith refer the matter to the Chief Executive.

27. Lapse or wrongful assignment of policies.—If the policy lapses or is assigned, otherwise than to the Chief Executive under rule 22 charged or encumbered, the provisions of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply.

28. Wrongful use of money withheld or withdrawn.—Notwithstanding anything contained in these rules, if the sanctioning authority is satisfied that money withheld or withdrawn from the fund under clause (a) or (b) of rule 17 has been utilised for a purpose other than that for which sanction was given to the withholding or withdrawal of the money, the amount in question, shall, with interest, forthwith be repaid or paid, as the case may be, by the subscriber to the fund or, in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber, even if he be on leave. If the total amount to be repaid or paid, as the case may be, be more than half the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid or paid as the case may be, by him.

NOTE.—The term emoluments used in this rule does not include "subsistence grant".

NOTE.—Subscribers whose postal life insurance policies are financed from the Provident Fund, may pay the premia towards such policies in substitution for subscription to the fund by deduction from their salary bills. In case where the monthly premium payable on a policy is not wholly covered by the amount of monthly subscription to the fund or where a subscriber has suspended his subscription to the fund as permitted under the rules, the balance of the amount or the whole amount as the case may be, at the request of the subscriber, be adjusted monthly by the Head of office against the accumulations in the fund through the salary bill.

29. Provisional withdrawal.—When a subscriber—

(a) has proceeded on leave preparatory to retirement or

(b) while on leave, has been permitted to retire or been declared by a competent medical authority, to be unfit for further service;

the Head of office may on the application of the subscriber, permit him to withdraw any amount not exceeding the total amount of his subscriptions and interest thereon.

NOTE:—(i) Withdrawals under this rule should normally be permitted only in one instalment. Withdrawals for a second time (total withdrawals not exceeding the limit laid down in this rule) may, however, be allowed in a few exceptional cases.

(ii) When an Agency employee under suspension who is not permitted to retire from service in terms of rule F.R. 56 attains the age of superannuation, the authority mentioned in clause (b) above may, on application, permit withdrawal of any amount not exceeding 90 percent of his subscription plus interest thereon.

30. Circumstances in which accumulations are payable.—When a subscriber quits the service, the amount standing to his credit in the Fund, shall, subject to any deduction under rule 32 become payable to him.

Provided that a subscriber, who has been dismissed from the service and is subsequently re-instated in the service, shall, if required to do so by the sanctioning authority, repay any amount paid to him from the fund in pursuance of this rule, with interest thereon at the rate provided in rule 11 in the manner decided by the Head of office. The amount so repaid shall be credited to his account in the Fund.

31. Procedure on death of a subscriber.—Subject to any deduction under rule 32, on the death of a subscriber before the amount standing to his credit has become payable, or where the amount has become payable, before payment has been made;

(i) When a subscriber leaves a family:

(a) if a nomination made by the subscriber in accordance with the provisions of rule 3 in favour of a member or members of his family subsists, the amount standing to his credit in the fund or the part thereof

to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination;

- (b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or part thereof to which the nomination does not relate, as the case may be shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, becomes payable to the members of his family in equal shares;

Provided that no share shall be payable to—

- (1) sons who have attained majority;
- (2) sons of a deceased son who have attained majority;
- (3) married daughters whose husbands are alive;
- (4) married daughters of a deceased son whose husbands are alive;

if there is any member of the family other than those specified in clauses (1), (2), (3) and (4):

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso.

NOTE.—Any sum payable under these rules to a member of the family of a subscriber vests in such manner under sub-section (2) of section 3 of the Provident Funds Act, 1925.

(ii) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 5, in favour of any person or persons subsists, the amount standing to his credit in the fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

NOTE 1.—When a nominee is a dependent of the subscriber as defined in clause (c) of section 2 of the Provident Funds Act, 1925, the amount vests in such nominee under sub-section (2) of section 3 of that Act.

NOTE 2.—When the subscriber leaves no family and no nomination made by him in accordance with the provision of rule 5 subsists; or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provision of clause (b) and sub-clause (i) of clause (c) of sub-section (i) of section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.

32. Deductions.—(1) Subject to the proviso (i) to sub-rule (2) of rule 4 and also to the condition that no deduction may be made which reduces the credit by more than the amount of any contribution by the Agency with interest thereon credited under rules 10 and 11, before the amount standing to the credit of a subscriber in the Fund is paid out of the Fund, the sanctioning authority may direct the deduction therefrom and payment to the Agency of:

- (a) any amount, if a subscriber has been dismissed from the service for grave misconduct;

Provided that, if the order of dismissal is subsequently cancelled the amount so deducted shall, on his re-instatement in the service, be replaced at his credit in the Fund;

- (b) Councils contribution, if a subscriber resigns his employment under the Agency within five years of the commencement thereof, otherwise than by reason of superannuation or a declaration by competent medical authority that he is unfit for further service; such subscriber shall, however, be entitled to a percentage of the Agency's contribution according to the following scale:—

<i>Length of Service</i>	<i>Proportion of Agency's contribution.</i>
(i) Less than 3 years	Nil
(ii) 3 years and over but less than 5 years.	50 per cent.

(c) any amount, due under a liability incurred by the subscriber to the Agency.

(2) The Head of office may order that the payment of any contributions by the Agency to the account of a subscriber and of interest thereon be postponed for any period not exceeding two months from the date on which the amount becomes payable under rule 30 to enable the recovery of any sums due under sub-rule (1) (c) which may not have been ascertained to make the recovery before the payment falls due. If within this period all possible outstandings have not been ascertained and adjusted, the authority mentioned before may order that a sum not exceeding one month's pay of the subscriber be retained for a further period of one month.

(b) If the subscriber's conduct is under inquiry for an alleged irregularity or loss of Agency funds, no part of the contribution to his account from Agency together with interest thereon shall be paid before orders are passed on the report of inquiry unless the sanctioning authority directs otherwise.

33. Payment.—(1) When the amount standing to the credit of a subscriber in the Fund, or the balance thereof after any deduction under rule 32 becomes payable, prompt action should be taken by the Head of office (after satisfying himself, when no such deduction has been directed under that rule that no deduction is to be made) to make payment as provided in section 4 of the Provident Funds Act, 1925.

34. Procedure.—All sums paid into the Fund under these rules shall be credited in the books of the Agency to an account named "The Export Inspection Agency Contributory Provident Fund". All moneys contributed to such fund (whether by the Agency or by its employees) or received or accruing by way of interest or otherwise to such fund shall, within fifteen days from the date of contribution, receipt or accrual, be deposited and or invested in the following manner—

(i) Deposit in a post office saving bank account, or in a special account to be opened for the purpose in the State Bank of India.

(ii) Investment in the securities mentioned or referred to in clauses (a) to (e) of section 20 of the Indian Trusts Act, 1882."

Sums of which payment has not been taken within six months after they become payable under these rules shall be transferred to "Deposits" after the 31st March of the year and treated under the ordinary rules relating to deposits.

35. Number of account to be quoted at the time of payment of subscription.—When paying a subscription either by deduction from emoluments or in cash, a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the Head of office. Any change in the number shall similarly be communicated to the subscriber by the Head of office.

36. Annual statement of account to be supplied to subscriber.—(1) As soon as possible after the 31st March of each year, the Head of office shall send to each subscriber a statement of his account in the Fund, showing the opening balance as on the 1st April of the year, the total amount credited or debited during the year, the total amount of interest credited as on the 31st March of the year and the closing balance on that date. The Head of office shall attach to the statement of account an enquiry whether the subscriber:

(a) desires to make any alteration in any nomination made under rule 5;

(b) has acquired a family [in case where the subscriber has made no nomination in favour of a member of his family under sub-rule (1) of rule 5].

(2) Subscribers shall satisfy themselves as to the correctness of the annual statement, and errors shall be brought to the notice of the Head of office within three months from the date of receipt of the statement.

37. Applications to sanctioning authority.—All applications to the sanctioning authority under these rules shall be addressed to the Head of office.

FIRST SCHEDULE

(See rule 5)

Forms of Nomination

1. *When the subscriber has a family and wishes to nominate one member thereof.*

I hereby nominate the person mentioned below, who is a member of my family, as defined in rule 2 of the Export Inspection Agency Contributory Provident Fund Rules, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid :

Name and address of nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person/persons if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber.
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Dated this.....day of.....19 at.....

Two witnesses to signature

1.

2.

Signature of subscriber

1. *When the subscriber has a family and wishes to nominate more than one member thereof.*

I hereby nominate the persons mentioned below, who are members of my family as defined in rule 2 of the Export Inspection Agency Contributory Provident Fund Rules, 1968 to receive the amount that may stand to my credit in the Fund, in the event of my death before the amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown against their names :—

Name and address of nominee	Relationship with subscriber	Age	*Amount of share of accumulation to be paid to each	Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person/persons, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber.
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Dated this.....day of.....19 at.....

Two witnesses to signature

1.

2.

Signature of subscriber

*NOTE :—This column should be filled in so as to cover whole amount that may stand to the credit of the subscriber in the Fund at any time.

III. When the subscriber has no family and wishes to nominate one person.

I having no family as defined in rule 2 of the Export Inspection Agency Provident Fund Rules, 1968 hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid :—

Name and address of nominee.	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person/ persons, if any, to whom the right of nominee shall pass in the event of his predeceasing the subscriber.
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Dated this.....day of.....19 at.....

Two witnesses to signature

Signature of subscriber.

1.
2.

NOTE :—Where a subscriber who has no family makes a nomination, he shall specify in this that the nomination shall become invalid in the event of his subsequently acquiring family.

IV. When the subscriber has no family and wishes to nominate more than one person.

I having no family as defined in rule 2 of the Export Inspection Agency Contributory Provident Fund Rules, 1968 hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :—

Name and address of nominees	Relationship with subscriber	Age	*Amount of share of accumulations to be paid to each.	**Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person/persons if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber.
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Dated this.....day of.....19 at.....

Two witnesses to signature

Signature of subscriber

1.
2.

*NOTE :—This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

**NOTE :—Where a subscriber who has no family makes a nomination, he shall specify in the column that the nomination shall become invalid in the event of his subsequently acquiring a family.

[No. F. 30(34)/66—Exp. Insp.]

M. K. B. BHATNAGAR,

Deputy Director (Export Promotion).

(Department of Foreign Trade)

New Delhi, the 7th June 1969

S.O. 2415.—In exercise of the powers conferred by Section 3 of the Textiles Committee Act, 1963 (41 of 1963), read with rule 3 of the Textiles Committee Rules, 1965, the Central Government hereby appoints Shri K. Sreenivasan, Director, the South India Textile Research Association, Coimbatore-14 as Chairman of the Textiles Committee.

[No. F. 19(23)-TEX(A)/67.]

DAULAT RAM, Under Secy.

विदेशी व्यापार तथा आपूर्ति मंत्रालय

(विदेशी व्यापार विभाग)

नई दिल्ली, 7 जून, 1969

का० प्रा० 2416:—वस्त्र उद्योग समिति निष्पत्ति 1965 के नियम 3 के साथ पठित, वस्त्र उद्योग समिति अधिनियम 1963 (1963 का 41वा.) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करती हुई केन्द्रीय सरकार एतद्वारा श्री के० श्रीनिवासन, निदेशक, साऊथ इंडिया टेक्स्टाइल रिसर्च एसोसिएशन, कोयम्बतूर-14 को वस्त्र उद्योग समिति के अध्यक्ष के पद पर नियुक्त करती है।

[सं० एफ० 19(23)-टैक्स(ए)/67]

दौलत राम, अव्वर सचिव,

(Office of the Joint Chief Controller of Imports and Exports)

ORDER

Bombay, the 24th April 1969

SUBJECT.—Order for cancellation of Customs purposes copy of Licence No. P/EI-0123586, dated 25th September, 1968, for Rs. 10,268 and P/SS/ dated for Rs. issued in favour of M/s. Sarabji Hormusji and Co., Bombay.

S.O. 2417.—M/s. Sorabji Hormusji and Co., Bombay was granted the import licence No. P/EI/0123586, dated 25th September, 1968 for Rs. 10,268/- for the import of items shown on the reverse of this order for the licensing period A.M. 69. from G.C.A. They have applied for duplicate copies of Customs purpose of the above mentioned licence on the ground that the original customs purpose copy of the licence has been lost or misplaced. It is further stated that the original licence was not registered with any Custom House and not utilised.

2. In support of this contention, the applicant has filed an affidavit on stamped papers duly attested before the City Magistrate, Court, Bombay I am satisfied that the original licence No. P/EI/0123586, dated 25th September, 1968 has been lost or misplaced and direct that a duplicate customs purpose copy of the licence should be issued to the applicant. The original licence No. P/EI/0123586, dated 25th September, 1968, is cancelled.

[No 87. 109-IV/S-82/AM.69/E.I.III.]

I. R. KAKAR,

Dy. Chief Controller of Imports,

For Jt. Chief Controller of Imports, Bombay.

(Office of the Joint Chief Controller of Imports and Exports)

ORDER

New Delhi, the 7th June 1969

S.O. 2418.—M/s. Asian Paints (India) Pvt. Ltd., Das Chambers, 25, Dalal Street, Fort, Bombay were granted licence No. P/D/2166877, dated 6th January,

1969, for Rs. 2,00,000/- for import of raw materials for paints (as per list attached to the licence). They have applied for issue of duplicate Exchange Control Copy of the licence on the ground that the original (Exchange Copy) has been misplaced/lost without having been utilised at all.

In support of this contention M/s. Asian Paints (India) Pvt. Ltd., Bombay have produced an affidavit. The undersigned is satisfied that the original licence (Exchange Copy only) has been lost/misplaced. Therefore, in exercise of the powers conferred under clause 9(cc) of the import control order 1955, dated 7th December, 1955, as amended, the original licence (Exchange Copy) is hereby cancelled.

A duplicate Exchange Control Copy of the licence is being issued separately.

[No. Paints/10(2)/68-69/RM.6/1100.]

G. S. SHARMA,

Dy. Chief Controller of Imports and Exports.

(Office of the Joint Chief Controller of Imports and Exports)
(Central Licensing Area)

ORDER

New Delhi, the 9th June 1969

S.O. 2419.—The Central Bureau of Investigation, M.H.A., Government of India, 7-East Block, R. K. Puram, New Delhi-22 were granted licence No. G/A/1014818 dated 7th January, 1969 for import of two pairs of spectacles worth Rs. 184/-. They have applied for a duplicate copy both for Exchange Control as well as Custom purposes thereof on the ground that original have been lost/misplaced. It is further stated that the original licence was not registered with any Custom Authority and was not utilised at all.

2. In support of this contention, the applicant has filed necessary affidavit as required under para 302(2) read with Appendix 8 of the I.T.C. Hand Book of Rules and Procedure, 1969. I am satisfied that the original Exchange Control as well as Custom purposes copies of licence No. G/A/1014818, dated the 7th January, 1969 have been lost/misplaced; and

3. In exercise of the powers conferred on me under Clause 9(c) Import (Control) Order, 1955 dated the 7th December, 1955 as amended upto date, I order cancellation of Exchange Control as well as Custom purposes copies of licence No. G/A/1014818 dated the 7th January, 1969.

4. The applicant is now being issued duplicate copies of the said licence for exchange control as well as custom purposes in accordance with para 302(2) of I.T.C. Hand Book of Rules & Procedure, 1969.

[No. F. GR/45/AM-68/AU.PB/CLA.]

RAM MURTI SHARMA,

Joint Chief Controller of Imports & Exports.

(Department of Foreign Trade)

NOTIFIED ORDER

New Delhi, the 10th June 1969

S.O. 2420.—In the S.O. No. 1805 dated the 2nd June, 1965 as amended from time to time issued by the late Ministry of Commerce please read "Katihar Jute Mills (P) Ltd." for "Katihar Jute Mills" wherever it appears in the said order.

[No. F. 9(90)-Tex(D)/64.]

A. G. V. SUBRAMANIAM, Under Secy.

विदेशी व्यापार विभाग

अधिसूचित आदेश

नई दिल्ली, 10 जून, 1969

एस०ओ० 2421:-भूतपूर्व वाणिज्य मंत्रालय द्वारा जारी किये गये और समय समय पर संशोधित किये गये सांविधिक आदेश सं० 1805, दिनांक 2-6-65 में जहां कहीं भी "कटिहार जूट मिल्स" का उल्लेख हो, उसके स्थान पर कृपया "कटिहार जूट मिल्स (प्रा०) लिमिटेड" पढ़ें

{[सं०फा० 9(90)-टेक्स(डी)/64]

ए० जी० वी० सुब्रह्मण्यम, अवर सचिव ।

MINISTRY OF INDUSTRIAL DEVELOPMENT, INTERNAL TRADE AND COMPANY AFFAIRS

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, 4 June 1969

S.O. 2422.—The Certification Marks Licences, details of which are mentioned in the Schedule given hereafter, have lapsed or their renewal deferred :

SCHEDULE

Sl. No.	Licence No. and Date	Licensee's Name and Address	Article/Process and the relevant IS : No.	S. O. Number and date of the Gazette notifying grant of Licence	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1	CM/L-3 7-12-1955	The Indian Cable Co Ltd., 9, Hare Street, Calcutta.	Cotton covered round copper conductors—IS:450—1964	S. O. 3712 dated 24-12-1955	Lapsed after 31-12-1968.
2	CM/L-144 28-9-1959	Bharat Pulverising Mills Pvt. Ltd, 38-A, Sayani Road, Bombay.	BHC dusting powders—IS:561—1962	S.O. 2202 dated 10-10-1959	Deferred after 15-4-1969.
3	CM/L-145 28-9-1959	Do.	DDT dusting powders—IS : 564-1961	Do.	Do.
4	CM/L-147 28-9-1959	Do.	DDT water dispersible powder concentrates—IS : 565—1961	Do.	Do.
5	CM/L-269 30-1-1961	Flintrock Products Pvt. Ltd., Belvedere Road, Mazagaon, Bombay.	DDT water dispersible powder concentrates—IS : 565—1961	S.O. 340 dated 11-2-1961	Lapsed after 31-1-1969.
6	CM/L-338 1-9-1961	Indo-Asian Traders Pvt. Ltd., Nakodar Road, Jullundur City.	Metal clad switches, 15 Amps, 250 volts with HC type fuse bases and carriers—IS : 4064-1967.	S. O. 2214 dated 16-9-1961	Deferred after 31-1-1969.
7	CM/L-387 5-3-1962	Boots Pure Drug Co. (India) Ltd., Sion, Bombay-22 having their office at 17, Nicol Road, Bombay-1.	Copper oxychloride dusting powders—IS : 1506—1967	S.O. 751 dated 17-3-1962	Lapsed after 15-3-1969.
8	CM/L-388 5-3-1962	Prabhat Udyog Ltd., Prabhat Udyog Nagar, Ghodbunder Road, Jogeshwari, Bombay-60.	Oil, Pressure Stoves—IS : 1342—1964	Do.	The licence was deferred after 15-3-1967 and has now to be treated as lapsed after that date.

9	CM/L-394 20-3-1962	Hindustan Steel Ltd., Durgapur Steel Plant Durgapur, Burdwan (W. Bengal) having their office at P.O. Hinoo, Ranchi (Bihar).	Rivet bars for structural purposes—IS:1148—1964	S. O. 1165 dated 21-4-1962	Deferred after 31-3-1969.
10	CM/L-395 20-3-1962	Do.	High tensile rivet bars for structural purposes—IS: 1149—1964	Do.	Deferred after 31-3-1969.
11	CM/L-404 26-4-1962	Bharat Pulverising Mills Pvt. Ltd., 38-A, Sayani Road, Bombay-28.	Aldrin emulsifiable concentrates—IS : 1307—1958	S. O. 1509 dated 19-5-1962	Deferred after 30-4-1969.
12	CM/L-468 30-10-1962	Prabhat Udyog Ltd., Prabhat Udyog Nagar, Ghodbunder Road, Jogeshwari, Bombay-60.	Oil pressure Lanterns—IS : 1384—1964	S. O. 3518 dated 24-11-1962	These licences were deferred after 15-11-1966 and have now to be treated as lapsed after that date.
13	CM/L-471 2-11-1962	Do.	Blow lamps—IS : 1899—1961	Do.	
14	CM/L-486 20-12-1962	Gautam Electric Motors Pvt. Ltd., 42, Okhla Industrial Estate, New Delhi-20.	Single-phase small AC and universal electric motors with Class 'A' insulation—IS : 996—1964	S. O. 241 dated 26-1-1963	Deferred after 31-12-1968.
15	CM/L-491 26-12-1962	Ganapathy Engg. Mfrs. Pvt. Ltd., Ganapathy, Coimbatore-6.	Metal clad switches, 15 amps, 250 volts with MEM type fuse base and carrier—IS : 4064—1967.	Do.	Deferred after 15-1-1969.
16	CM/L-506 13-2-1963	The Great Indian Plywood Mfg. Co., 76, Jessore Road, Dum-Dum, Calcutta-28.	Tea-chest metal fittings—IS : 10—1964.	S. O. 695 dated 23-3-1963	Deferred after 28-2-1969.
17	CM/-572 27-8-1963	Flintrock Products Pvt. Ltd., Belvedere Road, Mazagaon, Bombay.	Endrin emulsifiable concentrates—IS: 1310-1958.	S. O. 2719 dated 21-9-1963	These licence was deferred after 30-9-1968 and has now to be treated as lapsed after that date.
18	CM/L-581 13-9-1963	Do.	BHC water dispersible powder concentrates—IS : 562—1962	S. O. 2959 dated 19-10-1963	Do.
19	CM/L-640 27-2-1964	Bharat Pulverising Mills Pvt. Ltd., 38-A, Sayani Road, Bombay.	Copper oxychloride water dispersible powder concentrates—IS : 1507—1966.	S. O. 943 dated 21-3-1964	Deferred after 31-3-1969.

(1)	(2)	(3)	(4)	(5)	(6)
20	CM/L-644 11-3-1964	Lachminarain Madan Lal, No. 2 Haren Mukherjee Road, Bellur, Howrah (W. Bengal).	Wrought aluminium utensils, grade SIC—IS : 21—1959.	S. O. 1371 dated 18-4-1964.	The licence was deferred after 15-4-1968 and now to be treated as lapsed after that date.
21	CM/L-652 28-4-1964	The Bharat Carbon & Ribbon Mfg. Co. Ltd., Industrial Area, Faridabad Township.	Ink, duplicating, All weather, black, for rotary type Machi- nes—IS : 1222—1957.	S. O. 1676 dated 16-5-1964.	The licence was deferred after 31-3-1968 and has now to be treated as lapsed after that date.
22	CM/L-762 21-8-1964	Zenith Fire Services, 28, Parel Tank Road, Ambewadi, Bom- bay.	(i) Portable chemical fire extinguishers, foam type— IS : 933—1959 and (ii) Portable chemical fire extinguishers, soda acid type—IS 934—1960.	S. O. 3553 dated 10-10-1964.	The licence was deferred after 15-11-1966 and has now to be treated as lapsed after that date.
23	CM/L-767 24-8-1964	Indian Rolling Mills, 79, Fazalganj, Kanpur (U.P.).	Structural steel (standard quality)—IS : 226—1962.	Do.	The licence was deferred after 15-7-1968 and has now to be treated as lapsed after that date.
24	CM/L-768 24-8-1964	Do.	Structural steel (ordinary quality)—IS : 1977—1962.	Do.	Do.
25	CM/L-783 22-9-1964	Bharat Pulverising Mills Pvt. Ltd, Hexamar House, 38-A Sayani Road, Bombay-28.	Aldrin dusting powders— IS : 1308—1958.	S. O. 3762 dated 31-10-1964.	Deferred after 30-9-1969.
26	CM/L-833 6-11-1964	Kandivli Metal Works, Dhobi wadi, Thakurdwar, Bombay-2	Wrought aluminium and alumi- nium alloy utensils IS : 21—1959.	S. O. 79 dated 2-1-1965.	Deferred after 31-1-1969.
27	CM/L-1026 10-3-1965	The Tata Iron & Steel Co. Ltd., Jamshedpur (Bihar).	Cold rolled carbon steelsheets— IS : 513—1963.	S. O. 1406 dated 1-5-1965.	Lapsed after 31-3-1969.
28	CM/L-1037 22-3-1965	Anand Insecticides, 4/5 Elaiya Mudali Street, Korukupet, Madras-21 having their office at 17 First Cross Street, C.I.T. Colony, Madras-4.	BHC water dispersible powder concentrates—IS : 562-1962.	S. O. 1406 dated 1-5-1965.	Deferred after 15-4-1969.

29	CM/L-1038 22-3-1965	Bharat Pulverising Mills Pvt. Ltd., Hexamar House, 28-A Sayani Road, Bombay.	DDT emulsifiable concentrates— IS: 633-1956.	Do.	Deferred after 31-3-1969.
30	CM/L-1039 23-3-1965	The Tata Iron & Steel Co. Ltd., Jamshedpur (Bihar).	Hot rolled steel strips (baling)— IS: 1029-1956.	Do.	Lapsed after 31-3-1969.
31	CM/L-1051 7-4-1965	Bharat Pulverising Mills (P) Ltd., Hexamar House, 28-A Sayani Road, Bombay.	Malathion emulsifiable concen— trates—IS: 2567-1963.	S. O. 1592 dated 22-5-1965.	Deferred after 30-4-1969.
32	CM/L-1061 22-4-1965	Lawkim Ltd., Chitalkar, Manpa- da, Ghodbunder Road, Thana having their Regd. office at 16 Horniman Circle, Bombay-1.	Motor with class 'A' insulation, 1 HP only, single-phase, capa- citor start—IS: 996-1964.	Do.	Deferred after 30-4-1969.
33	CM/L-1197 14-1-1966	Dharti Dhan Pvt. Ltd., Sunder- vas, Station Road, Udaipur.	BHC dusting powders—IS: 561- 1962.	S. O. 525 dated 19-2-1966.	Lapsed after 15-1-1969.
34	CM/L-1207 4-2-1966	Power Cables Pvt. Ltd., Vithal- wadi, Kalyan, (Maharashtra).	Mild steel wire for general engi- neering purposes—IS: 280— 1962.	S. O. 851 dated 19-3-1966.	Deferred after 31-3-1969.
35	CM/L-1208 11-2-1966	Asmopal Engg. Co., C-16-17, Sri Ram Industrial Estate, Katrak Road, Wadala, Bombay-31.	Three-phase induction motors up to 3 HP only with class 'A' insulation—IS: 325—1961.	Do.	Deferred after 15-2-1969.
36	CM/L-1224 9-3-1966	Advani-Oerlikon Electrodes Pvt. Ltd. Agra Road, Bhandup, Bombay (Office—Radio House, 6, Rampart Row, Fort, Bombay).	Covered electrodes for metal arc welding of mild steel of normal penetration type—IS: 814— 1963.	S. O. 1263 dated 23-4-1966.	Deferred after 31-3-1969.
37	CM/L-1241 6-4-1966	Unipol Plastic Industries Pvt. Ltd., Odhav, Distt. Ahmeda- bad having their office at Setal- vad House, Mirzapur Road, Ahmedabad (Gujarat).	(1) Single core (unsheathed) PVC insulated cables with alumin- ium conductors 250/440 volts and 650/1 100 volts grade (2) Single core (PVC sheathed) PVC insulated cables with aluminium conductors 250/440 volts and 650/1 100 volts grade IS: 694 (Part II)—1964.	S.O. 1551 dated 28-5-1966.	Deferred after 15-4-1969.
38	CM/L-1255 26-4-1966	Indian Rolling Mills, 79 Fazal- ganj, Kanpur.	Mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement IS: 432-1960.	Do.	The licence was deferred after 15-5-1968 and has now to be treated as lapsed after that date.

(1)	(2)	(3)	(4)	(5)	(6)
39	CM/L-1308 29-7-1966	Inland Electrical Mfg. Co. Ltd., Basunagar, Madhyamgram, 24 Parganas, West Bengal.	Direct-on-line motor starter ordi- nary duty up to 6.5 kW (or 7.5 HP), 400/440 volts—IS: 1822-1961.	S.O. 2600 dated 27-8-1966.]	Lapsed after 15-1-1969.
40	CM/L-1357 30-10-1966	P. T. C. Sanghvi Co., 10, Shiva- jinagar, Poona.	Rolled brass sheets and strips, grade Bs 60—IS: 410-1959.	S. O. 3923 dated 24-12-1966.	The licence was deferred after 15-12-1967 and now to be treated as lapsed after that date.
41	CM/L-1376 29-12-1966]	Salem Magnesite Pvt. Ltd., Ku- rumbapatti Reserve Forest Area, Salem.	Calcined magnesite, chemical requirements—IS: 657-1962.	S. O. 243 dated 21-1-1967.]	The licence was deferred after 15-1-1968 and has now to be treated as lapsed after that date.]
42	CM/L-1381 30-12-1966	J. B. Metal Industries, Sakinaka- Vihar Lake Road, Kurla, Bombay-70.	Rolled brass sheets and strips,] grade Bs 63—IS: 410-1959.	Do.]	Deferred after 15-7-1968.
43	CM/L-1387 9-1-1967	Cycle Industries (An undertak- ing of M. P. Laghu Udyog Ni- gam Ltd.), Indore, A. B. Road, Guna (M. P.)	Bicycle front forks—IS: 2061- 1962.	S. O. 624 dated 25-2-1967.	Deferred after 31-1-1969.
44	CM/L-1422 30-3-1967	Bhartia Steel & Engineering Co. Private Ltd., 105 & 106/1, Dharamtola Road (Salkia), Howrah.	Structural steel (standard quality) —IS: 226-1962	S. O. 1531 dated 29-4-1967.	Deferred after 31-3-1969.
45	CM/L-1423 30-3-1967	Do.	Structural steel (ordinary quality) —IS: 1977-1962.	Do.	Do.
46	CM/L-1427 14-4-1967	British-India Rolling Mills, 23-A Canal West Road, Calcutta.	Structural steel (standard quality) —IS: 226-1962.	S. O. 2769 dated 12-8-1967.	Deferred after 15-4-1969.
47	CM/L-1428 14-4-1967	Do.	Structural steel (ordinary quality) —IS: 1977-1962.	Do.	Do.
48	CM/L-1501 29-8-1967	Selective Chemicals Pvt. Ltd., Ruvapuri Road, Bhavnagar, (Gujarat).	BHC dusting powders— IS: 561-1962.	S. O. 3338 dated 23-9-1967.	Deferred after 28-2-1969.
49	CM/L-1506 31-8-1967	Deepak Pulverizers, Kolsheet Rd. Thana (Near Power House).	Endrin emulsifiable concentrates— IS: 1310-1958.	Do.	Deferred after 15-3-1969.

50	CM/L-1522 15-9-1967	Do.	BHC dusting powders—IS : 561-1962.	S.O. 3733 dated 21-10-1967.	Deferred after 15-3-69.
51	CM/L-1564 14-11-1967	Harilalka M.C. & Co. Industrial Estate, Gauhati.	Tea-chest metal fittings—IS : 10-1964.	S.O. 4568 dated 23-12-1967.	The licence was deferred after 30-11-1968 and now to be treated as lapsed after that date.
52	CM/L-1570 24-11-1967	Engineering Cottage Industries, 7/77 Tilak Nagar, Kanpur.	Steel-tops caps for miners' safety leather boots and shoes—IS:1989-1967.	S.O. 4568 dated 23-12-1967.	The licence was deferred after 30-11-68 and has now to be treated as lapsed after that date.
53	CM/L-1597 27-12-1967	J.K. Rayon, Jay Kay Puri (Jajmau), Kanpur having their office at Kamla Tower, Kanpur.	Continuous filament viscose rayon yarn and acetate yarn, bright grade—IS : 2427-1963.	S.O. 284 dated 20-1-1968.	Deferred after 31-3-1969.
54	CM/L-1604 5-1-1968	Jeypore Tea-chest Fittings Mfg. Co., P.O. Jeypore, Naharkatiya, (Lakhimpur), Upper Assam.	Tea-chest metal fittings—IS: 10-1964.	S.O. 684 dated 24-2-1968.	Deferred after 15-1-1969.
55	CM/L-1605 5-1-1968	Makum Tea-chest Fittings Mfg. Co., P.O. Makum Junction, Makum Digboi Road, Upper Assam.	—Do.—	—Do.—	—Do.—
56	CM/L-1607 5-1-1968	Aluminium Industries (Assam) Pvt. Ltd., Makum Road, P.O. Tinsukia Assam.	—Do.—	—Do.—	—Do.—
57	CM/L-1608 5-1-1968	S.P. Agarwala and Co., 22 Harachandra Mullick Street, Calcutta-7.	—Do.—	—Do.—	—Do.—
58	CM/L-1610 5-1-1968	Khemani and Sons, Malipatty, Dibrugarh (Assam).	—Do.—	—Do.—	—Do.—
59	CM/L-1611 5-1-1968	Upper Assam Tea-Chest Lining & Fittings Mfg. Co., Masterpara, Dibrugarh Town (Assam).	—Do.—	—Do.—	—Do.—
60	CM/L-1612 9-1-1968	Prime Products, 87/8 Bhannauapurwa, Kalpi Road, Kanpur.	Miner's safety leather boots and shoes—IS : 1989-1967.	—Do.—	The licence was deferred after 15-1-1969 and has now to be treated as lapsed after that date.
61	CM/L-1623 12-1-1968	Travancore Plywood Industries Ltd., Makkadevu Punalur, Quilon Distt., Kerala.	Tea-chest battens—IS : 10-1964.	—Do.—	Lapsed after 15-1-1969.




(1)	(2)	(3)	(4)	(5)	(6)
62 CM/L-1640 21-2-1968	Grand Iron Works, 1 Okhla Industrial Estate, Okhla, New Delhi-20.	Flushing cisterns for water closets and urinals (bell type) high level 12.5 litres capacity—IS: 774-1964.	S.O. 1195 dated 30-3-1968	Deferred after	28-2-1969.
63 CM/L-1643 28-2-1968	Esso Standard Eastern Incorporated, Survey No. 24/3 A & B Chikkabiderakally Village, Neelamangala Taluka, Tumkur Road, Bangalore Distt.	BHC water dispersible powder concentrates—IS: 562-1962.	do.	do.	
64 CM/L-1645 29-2-1968	Pearl Electricals, 8/41 Kirtinagar Industrial Area, New Delhi-15.	Three-phase induction motors—IS : 325-1961.	do.	do.	
65 CM/L-1653 13-3-1968	J.N. Kapur & Co., Saharanpur Road, Yamunanagar, Distt. Ambala.	Tea-chest battens—IS : 10-1964	S.O. 1470 dated 27-4-1968	Deferred after	15-3-1969.
66 CM/L-1660 27-3-1968	Sandoz (India) Ltd., Kolshet Road Thana having their office at 3 Wittet Road, Bombay.	Malathion emulsifiable concentrates—IS: 2567-1963.	S.O. 1470 dated 27-4-1968	Deferred after	31-3-1969.
67 CM/L-1675 16-4-1968	Bharat Steel Re-Rolling Mills, Kadugodi Village Near Whitefield Railway Station having their Regd. Office at 42/2, Silver Jubilee Park Road, Bangalore-2.	Structural steel (standard quality)—IS : 226-1962.	S.O. 2127 dated 15-6-1968	Deferred after	30-4-1969.
68 CM/L-1676 16-4-1968	Hindustan Wire Ltd., G.T. Road, Sodepur, 24 Parganas (W.B.).	Structural steel (ordinary quality)—IS : 1977-1962.	do.	do.	
69 CM/L-1690 1-5-1968	Arun Steel Industries 1, Oil Installation Road, Calcutta-43.	Structural Steel (standard quality)—IS : 226-1962.	S.O. 2426 dated 6-7-1968	Lapse after	30-4-1969
70 CM/L-1691 1-5-1968	—do.—	Structural Steel (ordinary quality)—IS : 1977-1962.	do.	do.	

New Delhi, the 9th June 1969

S. O. 2423.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design(s) and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each :

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1. IS:340		Varnish, mixing	IS:340-1952 Specification for varnish, mixing.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being super-scribed on the top side of the monogram as indicated in the design.	16 May 1969
2. IS:1475		Self-contained water coolers	IS:1475-1959 Specification for self-contained water coolers.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	16 May 1969
3. IS:3988 POWDER GRADE		Guar Gum	IS:3988-1967 Specification for guar gum.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being super-scribed on the top side and the words 'POWDER' being super scribed under the bottom side of the monogram as indicated in the design.	1 June 1969.

(1)	(2)	(3)	(4)	(5)	(6)
† IS:4323	Endosulfan emulsifiable concentrates.	IS:4323-1967 Specification for endosulfan emulsifiable concentrates.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being super-scribed on the top side of the monogram as indicated in the design.	16 May 1969.	
5. IS:4325	Binapacryl emulsifiable concentrates.	IS:4325-1967 Specification for binapacryl emulsifiable concentrates.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number, designation of the Indian Standard being super-scribed on the top side of the monogram as indicated in the design.	16 May 1969.	

[No. CMD/13:9]

S. O. 2424.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standard⁸ Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee(s) per unit for various products details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from the dates shown against each :

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	Varnish, mixing.	IS:340-1952 Specification for varnish, mixing.	One litre	0.5 paise	16 May 1969.
2.	Self-contained water coolers.	IS:1475-1959 Specification for self-contained water coolers.	One cooler	(i) Rs. 3.00 per cooler for the 1st 2,000 coolers and (ii) Rs. 2.00 per cooler for subsequent production.	16 May 1969.
3.	Guar gum	IS:3988-1967 Specification for guar gum	One kg.	(i) 0.5 paise per unit for the first 200,000 units and (ii) 0.25 paise per unit for the 20,000 first unit and above.	1 June 1969.

(1)	(2)	(3)	(4)	(5)	(6)
4.	Endosulfan emulsifiable concentrates.	IS:4323-1967 Specification for endosulfan emulsifiable concentrates.	One litre	3 paise	16 May 1969.
5.	Binapacryl emulsifiable concentrates.	IS:4325-1967 Specification for binapacryl emulsifiable concentrates.	One litre	3 paise	16 May 1969.

[No. CMD/13:10]

S.O. 2425.—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed have been issued under the powers conferred by sub-regulation (1) of Regulation 3 of the said Regulations.

THE SCHEDULE

Sl. No.	No. and title of the Indian Standard amended	No. and Date of Gazette Notification in which the establishment of the Indian Standard was notified	No. and Date of the Amendment	Brief particulars of the Amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	IS:10-1964 Specification for plywood tea-chests (<i>second revision</i>).	S.O. 229 dated 16 January 1965.	No. 3 May 1969.	This amendment supercedes all the relevant provisions relating to Table I for components of tea-chest included in Amendment No. 1 and Amendment No. 2.	1 May 1969.
2.	IS:203-1963 Specification for dry batteries for flashlights (<i>second revision</i>).	S.O. 2595 dated 1 August 1964.	No. 4 May 1969.	(i) Clauses 8.1.2 and 8.2.1 have been substituted by new ones. (ii) Clause 8.4.1 has been amended. (iii) New matter and a new clause have been added after clauses 8.4.2 and 8.6.4.3 respectively.	1 May 1969.
3.	IS:455-1967 Specification for portland blast furnace Slag cement. (<i>second revision</i>).	S.O. 2578 dated 20 July 1968.	No. 2 May 1969.	New matter has been added after clause 5.4.	1 May 1969.
4.	IS:555-1967 Specification for electric table type fans and regulators. (<i>second revision</i>).	S.O. 1720 dated 18 May 1968.	No. 1 March 1969.	(i) Clause 15.4 has been amended. (ii) New matter has been added at the end of clause 15.7.	1 March 1969.

(1)	(2)	(3)	(4)	(5)	(6)
5.	IS:623-1963 Specification for bicycle frames. (revised).	S.O. 675 dated 29 February 1964.	No. 1 March 1969.	Clauses 6·1 and 6·2 have been amended.	14 March 1969.
6.	IS:1554 (Part I)-1964 Specification for PVC insulated (heavy duty) electric cables.	S.O. 3202 dated 16 October 1965.	No. 2 April 1969.	(i) A new clause 1·3 has been added. (ii) Clauses 7·3, 7·3·1, tables 6 and 8 have been substituted by new ones. (iii) Clause 7·3·2, tables 9A, 9B and Appendix A have been deleted. Appendix B renumbered as Appendix A and clause numbers changed accordingly. (iv) Clauses 9·1 (c), 9·1 (n) 9·10·1 and table 1 have been amended.	23 May 1969.
7.	IS:1988-1962 Specification for screwing taps.	S.O. 3100 dated 13 October 1962.	No. 1 May 1969.	Col. 1 of Table VIII has been amended.	1 May 1969.
8.	IS:2117-1967 Guide for manufacture of hand-made common burnt-clay building bricks.	S.O. 1720 dated 18 May 1968.	No. 1 April 1969.	Clauses 2·1, 2·2, 9·4 11·1·1, 11·1·2 and Fig. 2 have been amended.	1 April, 1969.
9.	IS:2162-1962 Dimensions for carbide tips for single point turning tools.	S.O. 483 dated 16 February 1963.	No. 1 June 1969.	Note 5 has been added under table 1.	1 June 1969.
10.	IS:2720 (Part XX)-1966 Methods of test for soils. Part XX determination of linear shrinkage.	S.O. 913 dated 18 March 1967.	No. 1 April 1969.	Clause 4·2 has been amended.	1 April 1969.
11.	IS:2786-1965 Specification for ceramic dielectric capacitors, type II.	S.O. 2419 dated 13 August 1966.	No. 1 May 1969.	(i) Clauses 9·2 and 9·3 have been substituted by new ones retaining the foot-note with an asterisk(*) mark. (ii) In clause 7·1 new item (f) has been added after (e) and the subsequent items re-numbered accordingly. (iii) New clause 10·7 and Appendix 'D' have been added.	1 May 1969.
12.	IS:4051-1967 Code of practice for installation and maintenance of electrical equipment in mines.	S.O. 2789 dated 19 August 1967.	No. 1 May 1969.	(i) New clauses 5·2·5, 8·6 and 10·4·3 have been added. (ii) New matter has been added after clause 8·5·1.	1 May 1969.

(1)	(2)	(3)	(4)	(5)	(6)
13.	IS:4304-1967 Specification for tuna canned in oil.	S.O. 520 dated 10 February 1968	No. 1 March 1969	Clause 1.1.2 has been substituted by a note and clause 4.2.1(a) amended	1 March 1969.
14.	IS:4600-1968 Specification for flexible shafts.	S.O. 3152 dated 14 September 1968.	No. 1 June 1969	Clauses 3.3 and 3.4 have been deleted.	1 June 1969.

Copies of these amendments are available with the Indian Standards Institution, 'Manak Bhavan', 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) 534 Sardar Vallabhbhai Patel Road, Bombay-7, (ii) 5 Chowringhee Approach, Calcutta-13, (iii) 54, General Patters Road, Madras-2, (iv) 117/418-B Sarvodaya Nagar, Kanpur and (v) 5-9-201/2 Chirag Ali Lane, Hyderabad-1.

[No. CMD/13:5]

(Dr.) A. N. GHOSH,
Director General.

(Department of Industrial Development)

New Delhi, the 10th June 1969

S.O. 2426.—The Export Committee constituted *vide* Ministry of Industrial Development and Company Affairs (Department of Industrial Development) Resolution No. 8(38)Lic.Pol./67 dated the 22nd July, 1967 and designated as the 'Industrial Licensing Policy Inquiry Committee' *vide* their Notification of even number dated the 1st January, 1968 is expected to finalise and submit its report to Government by the end of June, 1969. However, since the Report of the Committee on certain specific cases referred to it subsequently is likely to be made available to Government a few days later, the tenure of the Committee which was extended on the last occasion upto the 30th June, 1969 *vide* Notification of even number dated the 1st March, 1969 is, therefore, further extended upto the 31st July, 1969.

[No. 3(38)Lic.Pol./67.]

R. C. SETHI, Under Secy.

